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MISCELLANEOUS DOCUMENTS

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FOR THE

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'STIGATION BY THE COMMITTEE ON NAVAL AFFAIRS.

TESTIMONY

TAKEN BY

COMMITTEE ON NAVAL AFFAIRS.

APRIL 27, 1876.—Ordered to be printed.

KITTERY NAVY-YARD.

KITTERY, ME., *March* 15, 1876.

re ANRREW BRYSON sworn and examined.

r. MILLS:

What is your rank and what duty are you now performing?—Answer. I am in the Navy, and commanding the naval station at Kittery.

long have you been in command here?—A. Since September 21, 1874—about nths.

e were you on duty before you were put in command here?—A. I was wait- it that time, living with my family at home. My former cruise was on board the a the Mediterranean.

many officers of the line have you on duty here?—A. A. Bryson, commodore. 'oung, captain; Commander Henry Erben, senior aid; S. D. Ames, ordnance officer; A. R. Yates, commander, commanding the Sabine; C. S. Cotton, lieu- mander, assistant to captain of the yard; F. A. Cook, lieutenant-command- re officer of the Sabine; T. M. Gardner, lieutenant-commanding the Speedwell; tony, assistant navigator, navigation officer; W. W. Rhodes, lieutenant of . Dunlap, lieutenant of Sabine; F. H. Delano, lieutenant of Sabine; C. J. urgeon of the yard; F. M. Dearborn, surgeon the Sabine; H. K. Law, past irgeon of the Sabine; A. J. Clark, purchasing paymaster, Portsmouth; C. F. ector of provisions, paymaster; E. Putnam, paymaster; G. F Griffin, paymas- Sabine; D. B. Macomb, chief engineer of the yard; G. D. Emmonds, chief in charge of engineer's stores; J. Q. A. Ford, past assistant engineer of the . Kelly, past assistant engineer of the yard; T. D. Wilson, naval constructor; ndler, civil engineer of the yard; John Vennard, mate attached to the yard; l, mate attached to the Speedwell; J. T. Choat, boatswain of the yard; T. R. nner of the yard: T. H. Fortune, gunner of the yard: L. Hanscom, carpenter d; T. H. Fields, major commanding the marine barracks; J. H. Haighbee, barracks: B. R. Russell, second lieutenant of the barracks; D. Whipple, tenant of Sabine.

ou think that there is a necessity for the employment of as many men as you yard at the present time?—A. Yes, sir.

ou think there is any necessity for the employment of the number of officers that ere at present?—A. I do.

think that none of them could be spared without detriment to the public service? ik not.

vessels are there here?—A. The Sabine, receiving-ship; Lancaster, Ticonder- rise, Kansas, and the tug Speedwell.

t use do you have for those vessels? How are they being used?—A. The els are not being used at all. They are in ordinary. The Speedwell is being

used in case of necessity. She is kept down alongside of the dock, with fires banked, during the winter season, in case of distress anywhere along outside on the coast here, that she may be sent out for the relief of merchant vessels. The larger vessels here, the men-of-war, are laid up in ordinary; one now being surveyed, the Lancaster; the Enterprise is being fitted out by contract.

Q. Are any of these undergoing repair, or being complete?—A. But one, sir; the Enterprise.

Q. How much does that lack of being completed?—A. For that information I shall have to refer you to the naval constructor.

Q. What material have you here for building vessels?—A. For that also I shall have to refer you to the naval constructor.

Q. Can you state in what condition it is?—A. So far as I know, good.

Q. Is it taken care of in your docks, and under shelter?—A. Yes, sir.

Q. Where is your live-oak?—A. The live-oak is in the wet basin, nearly all, if not quite. But it lay for some time in the yard. We had not the labor necessary to put it in dock. When we got the labor then we went to work and put it all into the dock where it belonged; or, if not quite all, nearly all.

Q. Are you familiar with the condition of the live-oak timber?—A. No; I am not.

Q. What is the capacity of your docks here? I mean are your docks capable of taking care of more live-oak timber than you have got in them now; or are they full?—A. No, sir; we can still take more, and in large quantity.

Q. You don't know whether you have timber enough of all sorts to build a vessel and complete her?—A. The constructor will give you that information. I presume we have enough to complete one vessel; but the constructor would give you more precise information on that point than I can.

Q. Will you give us the number of marines?—A. Forty-nine, sir; I wish we had more.

Q. Have you any suggestions to make to promote the efficiency of the Navy, or for economy of public expenditures?—A. Yes, sir. With reference to purchases made abroad, or made outside of the yard, for the use of the Navy, in my judgment we should do away with the open-purchase system, and go to contracts; whether for large or small quantities, or whatever may be required.

By Mr. JONES:

Q. You mean advertise for contracts—no open purchases at all?—A. Yes, sir; I think that would conduce to smaller expenditures of money, and to some competition.

By Mr. MILLS:

Q. Have you any further suggestions on the subject of economy?—A. Yes, sir: I think by putting into the hands of the heads of departments the employing of men, irrespective of outside influence, whether personal or political, holding the head of a department strictly responsible in his commission for the employment of men of the proper character, I think we would have better men, and probably require less of them.

Q. You mean the heads of the different bureaus?—A. The heads of the different bureaus. We call them "departments" here, and they call them "bureaus" in Washington.

Q. How could that be done?—A. It could be done by giving to the head of the department, by authority of the bureau to which those departments belong, authority to take on as many men as in his judgment are required to do a specific piece of work, he to be held responsibility for the capability of the man or men he employs, and to take on no more men than seem to be absolutely required. In that way we would be entirely free from outside influences of any kind; and I think we should have our work done cheaper and better probably in that way than it is now done.

Q. Would it not be possible for the head of the department to be controlled by somebody over him? How would you remedy that?—A. The only way to remedy that would be to keep a strict supervision over him, and if he was found derelect in duty, then try him by court-martial. That is the only way it could be done.

By Mr. JONES:

Q. What do you mean, the chief of the bureau?—A. No; I mean the head of the department in the yard.

By Mr. BURLEIGH:

Q. For instance, you would say that the naval officer was one?—A. Yes, sir; or the ordnance officer, or the civil engineer should be responsible for the employment of his men, and so on through all these departments.

By Mr. MILLS:

Q. Suppose these officers proceeded on that line, having the good of the service at heart, and some politician desired some men put on to a certain work in the yard, might he not have influence enough over those officers to cause that to be done? Have you not seen something of that kind?—A. Yes, sir; that has been done, I understand. I have never known of instances of that kind; but I have heard that it had been done.

Q. How could that be remedied? A court-martial could not reach a case of that kind, because the power is above him.—A. I don't know how anything of that kind could be reached other than by the politicians themselves agreeing among themselves not to interfere, except in case of necessity. If you or Mr. Burleigh find that I am doing wrong in the yard, then prefer charges and see what you can make out. So long as everything is going on honestly, fairly, and properly, don't interfere with me. You can supervise me as often as you choose.

Q. Generally, your idea is that the heads of the different departments should make the selection of their own men, without being interfered with by any outside parties—either by Congress or anybody else?—A. Yes, sir.

By Mr. BURLEIGH:

Q. In your experience have you not known of some heads of departments acting in a partisan manner themselves, without the influence of politicians?—A. I don't think a case of that kind has ever come under my observation, not one.

Q. There are partisans you know (or used to be more than there are to-day) among the officers of the Navy. I don't know as there is as much partisanship to-day as formerly.—A. There are black sheep in all flocks, and unfortunately we have them among us. I would like to see the service rid of them. It is possible some officers might do wrong even under those circumstances. But we are always in a position where you can put your hand on our shoulder at any time; and we can, as sailors say, "be brought up for it."

By Mr. MILLS:

Q. Is not the difficulty this, that you are simply wheels in the machinery? The abusing power is above you, and it has got to be reached somewhere else?—A. Yes, sir.

Q. Do you know of any abuses of any kind in the naval service, here or elsewhere?—A. I do not, only in the way I speak of.

Q. Do you know anything about the alleged abuse of taking on a large number of hands for political purposes just before election, and discharging them just after? Has it been done since you have been here?—A. No, sir.

Q. Have no hands been taken on that were unnecessary, preceding an election in Maine, or an election in New Hampshire?—A. The only way I can reply to that question is this: Certain men were taken on, I believe, before the election. They were considered necessary to do this work of which I have spoken. I think about that time we were getting the live-oak into the dock. How many men were taken on at that time I don't remember; but the constructor can tell you all about it, and it was presumed necessary to take those men on—whether at that special time or not is more than I can tell.

By Mr. JONES:

Q. As I understand, if men are taken on, the heads of the different bureaus come to you?—A. The heads of the different departments make out a list of the men they require; and after my name has been appended to that, the men are mustered in. They are presumed to be the judges of the number of men they require, not I.

Q. You have nothing to do with putting them on or taking them off?—A. No, sir.

By Mr. MILLS:

Q. Now, are there any instances that you remember where you have been ordered from Washington, by the Chief of the Bureau of Construction, or the Secretary of the Navy, to take on hands here, preceding an election, without any request coming from you before you received those orders?—A. In a number of instances I have received, from time to time, orders from the Secretary of the Navy to take on men. I have received the same order from the Chief of the Bureau of Construction, to take on men; but I don't think it was preceding an election.

Q. Have you got those orders where we can turn to them conveniently and look them over?—A. Yes, sir.

By Mr. BURLEIGH:

Q. You came to the yard after the election in 1874?—A. Yes, sir.

By Mr. JONES:

Q. You have all the papers where you have taken on men and where you have discharged them?—A. Yes, sir.

Q. And you have the papers during the time when Commodore Howell was here, previous to you?—A. Yes, sir.

By Mr. MILLS:

Q. I would like to have you give us the number of men employed in this yard through the whole year, commencing with January, 1868, monthly, to the present time; and the number of men discharged in each month.

By Mr. BURLEIGH:

Q. You spoke of political influence interfering with the labor here and increasing the cost more than it would if the matter were left to the heads of the departments; and then you spoke of getting orders from Washington to take on men. What political influence is brought to bear?—A. I don't know of any other influence save personal influence. I know very little as to outside influences. For instance, Mr. So and so, over in Portsmouth, or elsewhere, will come to the head of some department and say, "I have a friend here, and I would like to get employment for him in the yard." Well, if he is disposed to consult the wishes of his friends, this man's name may or may not go down. I know nothing as to the details of the matter. I only know when the lists of these names come in, signed by the head of the department employing these men, I put my approval down, and the men are taken on. I am not supposed to know whether this, that, or the other man is a capable ship-builder or not. That is for the head of the construction department in the yard to determine. It is presumed that when these names come before me they are the right kind of men.

Q. You don't know about the character of the men; but you do know that there are certain men who busy themselves in having their friends about the yard?—A. That is my impression.

Q. You could call those men by name, could you not?—A. No; I don't know whether I could or not.

Q. Not at all times?—A. No, sir; of course they don't come to me. They go to the heads of the departments.

By Mr. MILLS:

Q. Do you know whether or not men are put in this yard to do that work without reference to their skill—whether they are skilled or unskilled—whether they are qualified for the work they are called upon to do?—A. No, sir; I can't reply to that question. The heads of the departments can only answer it.

By Mr. JONES:

Q. Do the heads of the departments ever make any objections to it to you? Do you hear them find any fault with the men employed?—A. No, sir. For instance, I am not a ship-builder. The constructor is presumed to be, and he is presumed to be the best judge of the kind of men he wants.

By the CHAIRMAN:

Q. As far as your knowledge goes is the skill of the laborer the prime consideration of his employment in this yard? Is his employment with reference to his skill, or is it with reference to some ulterior purpose—political influence or otherwise? Are such men furnished for other purposes, and do you get unskilled labor instead of skilled?—A. A case of that kind has never come to my knowledge.

Q. Do you know any persons whose names are borne upon the pay-rolls who do no service in the navy-yard?—A. I do not.

Q. Have you any unnecessary clerks or writers in the navy-yard that you know anything about—men whose services are not really needed, and who could be dispensed with?—A. No, sir.

Q. Have you any written communications from the Secretary of the Navy, or chief of the bureau, on the subject of the employment of hands, or any orders to employ certain men?—A. Yes, sir; I have.

Q. I suppose such orders are liable to come along at any time.—A. At any time.

Q. Certain men are named?—A. Certain men are named, and we take them on. As military men we obey without question.

Q. These men are laboring men in the yard—blacksmiths, shipwrights, and all that sort of thing?—A. Yes, sir; in the various departments.

Q. That is, men are taken on without any requisition from your departments here, under peremptory orders from Washington?—A. Yes, sir.

Q. Do those orders comprehend more than one name or frequently a number of names?—A. Frequently a number of names.

Q. And do you receive orders sometimes preceding elections to give a large number of men employment here, and are the names furnished from Washington?—A. That has not obtained since I have been here; nor could I state positively whether those orders for a large number of men were given preceding an election. I don't think since I have been here I have received an order from either the head of the Bureau of Construction or from the Secretary of the Navy to employ any large number of men at any time. There may be half a dozen and there may be one. The number is small generally. The names are all down. The order is to give employment to such and such a man, giving his name.

Q. From whom do those orders come generally?—A. Sometimes from the Secretary of the Navy, and sometimes from the chiefs of the bureaus.

By Mr. JONES:

Q. Do you know any one who is now employed upon the yard that has been court-martialed and discharged?—A. There is a man in the yard whose conduct was investigated, I

think, before I came here, during Commodore Howell's administration of the yard, for refusing, I think, to render proper assistance to a sentry in a certain case; and he was, I believe, dismissed, but was taken into the yard again.

Q. In what capacity does he serve now?—A. I think he is now captain of ship-keepers.

Q. Was he placed here by the head of the Department at Washington a second time?—A. I cannot say positively without reference to our book. My impression is now that he was taken on by order of the Chief of the Bureau of Construction, though I will not be positive.

By Mr. MILLS:

Q. Give us his name.—A. Daniel L. Randall.

Q. They had a court-martial here, did they not?—A. I don't know whether it was a court-martial or a board of investigation.

Q. He now has a better place and more pay?—A. More pay; yes, sir.

Q. I have heard it intimated that there was somebody stealing, or carrying off some stuff, and the sentinel arrested the party and asked Mr. Randall for help, and he refused.—A. Yes. sir.

Q. There is an order from the chief of the bureau, ordering him to be re-instated in a better place and more pay?—A. Yes, sir.

Q. Have you got a copy of that order that you could furnish us, ordering this man to be taken back?—A. There must be such an order.

By Mr. JONES:

Q. Have you ever been required by outside parties, or by the heads of either of the departments, to require men, when, in your judgment, there was no necessity for such requisition or requirement?—A. I can answer no, save in two cases, and that is in my judgment: one, the case of Randall, and the case of Mr. E. C. Nealy, who was superintendent of our fire apparatus. That order was given by Mr. Robeson, Secretary of the Navy.

Q. Have you been ordered by the Department at Washington to make requisitions for more labor here, whether you wanted it or not, at certain times?—A. No, sir.

Q. Neither by the Department there nor by outside persons?—A. No, sir.

Q. They have never sent you orders to send up requisitions for a certain amount of labor to be employed in the yard?—A. No, sir.

Q. What was the occasion of Mr. Nealy's discharge? What do you understand Mr. Nealy's case to have been?—A. I don't know why he was discharged; I simply know that he was discharged, and I was ordered to put on another man in his place.

By Mr. BURLEIGH:

Q. Was he a good man—equally as good as the man discharged?—A. As far as I know—no, I don't think he is equally as good, for the reason that he has not had an equal amount of experience in the yard in that direct line. Probably he will get it in time. Mr. Nealy had been here some time, and knew all about the pipes, &c. He had been connected with the yard, and had had the care of the steam fire-engines for quite a length of time—I don't know how long before I came here; and it is natural to suppose that he would be more conversant with the thing than a new man, however good a machinist he might be. But Mr. Hamman seems to be an excellent, good man; but he could not, on account of his being a stranger to that kind of work, do it as well as the old man did. He may in time.

Q. Does not that same thing apply to changing commanders at the yard?—A. Yes, sir, it would apply to us all.

By Mr. JONES:

Q. Do you know anything about a man by the name of Weeks, who was on the yard here?—A. Yes, sir.

Q. Has he been on the yard since you have been here?—A. No, sir. As near as I can remember Mr. Weeks's case it was this: He was discharged for, I can't remember now what; but I received an order from the Chief of the Bureau of Construction to take on this man Weeks, and I made out a statement of Weeks's case. I think his offense was stealing; I am not positive.

Q. He was court-martialed, was he not, and put upon the blue-book?—A. Or examined; yes, sir; and when I called the attention of the chief of the bureau to this case, I was ordered, in my discretion, to take him or not take him. I did not take him.

Q. Well, was he not taken on afterward by an order from another department?—A. I don't remember that, sir. I know I hunted up the correspondence in his case, and sent it on to the chief, giving the presumed character of the man; and a letter came back to me directing me to use my discretion, and that discretion was not to employ the man, and I did not do it. I think the case was one of theft.

By the CHAIRMAN:

Q. Do you know of any person being employed on the yard with the understanding that he was to vote for any particular ticket, or use his influence for the success of the same?—A. No, sir They would be very apt to keep that from me.

Q. Do you know any officer or employé of the Navy who has given any consideration in

money, property, or the representative of either, for any position, or for any benefit to be derived by him?—A. I do not, sir.

Q. Do you know of any contractor or other person not connected with the Navy who has given any money or property, or the representative of either, to any person connected with the Navy for the procurement of any contract or other benefit from the Government?—A. No, sir.

Q. Do you know any person connected with the Government who has received any money or property or present for the procurement of any office, or any contract or any benefit to any one connected with the naval service, either as officer, contractor, or employé?—A. I do not, sir.

Q. Do you know of the improper or fraudulent removal of any of the arms, munitions, or materials for ship-building, tools or property of any kind, belonging to the Government?—A. I do not.

Q. Do you know of any person using the labor or property of the Navy for the use and benefit of others than the Government?—A. Yes, sir: I have done it myself. That is to say, there is a tug here called the Clara Bateman. There are no machine-shops over in Portsmouth. That tug is presumed to be necessary for the commerce of this place. She goes out and tows vessels in, and takes them out again; occasionally that little vessel is in need of repairs. The man in charge of her comes over here to me and says, "I have no means of getting my machinery repaired here. I have the men, and will you permit me to lie alongside of your yard, and give me the use of one of your lathes to do my own work?" Twice, or once certainly, I have had that steamer lying alongside of the dock, and she has used the Government tools, but no men being paid by the Government have done the work. On two or three occasions I think that was done. I remember she got pulled up on Pumpkin Island shoal on one occasion, and broke her propeller; they got a new propeller, but the hole was either too large or too small—I don't know which—and he asked me if he could use our lathe for boring out the whole of this propeller, and I told him yes, he using his own labor.

Q. Those are the only instances you know?—A. Yes, sir.

Q. Do you know of any person using the property of the Government without authority of law, and for their own use and benefit?—A. No, sir.

Q. Do you know anything about the disappearance of any copper from the yard since you have been in command?—A. I recall a case where father and son were reported to me as being in the ship-house with a saw and cutting up a piece of copper pipe or composition pipe. I had the parties arrested and sent down to Portland, I think, in Maine, stating the case, and the United States district attorney, or assistant district attorney, or the marshal, or somebody down there, took the case in hand, and it was proven that they were cutting up the Government property, and they were punished by confinement for a certain length of time—how long I don't know.

Q. They had not got off the island?—A. No, sir. This was not taking Government property; it was destroying Government property. I don't remember the names.

Q. Do you know anything about the removal of any iron by John Roach or others since you have been here?—A. I do; by Cramp & Son and by John Roach, I think, of Philadelphia. Some plate-iron, by order of the Chief of the Bureau of Construction.

Q. How much was there?—A. I can't tell you the quantity, but a large quantity. It was taken away in schooners.

Q. How many schooners?—A. Three, I think, sir.

By Mr. BURLEIGH:

Q. Was not that iron weighed here?—A. That I cannot tell you; I don't know. That came under construction. I presume if it was required to be weighed it was done.

Q. Have you got a copy of the order from the chief of the bureau ordering you to ship it?—A. Yes, sir.

Q. Do you know upon what terms that iron was removed?—A. I do not.

By Mr. JONES:

Q. Since you have been here have you known any material, timber, iron, copper, or whatever it may be, that has been removed by order of the Secretary of the Navy or chief of the bureau, without its previously being advertised for sale?—A. I have not. That is the only instance I now remember. That was not advertised.

Q. Was that new iron or old?—A. Neither. It was new in the sense that it had never been used for the purpose for which it had been made, to plate ships' sides—armor-plating. How long it had been rolled I don't know, sir. From its appearance I judge it to have been stowed in the yard some time.

Q. It was covered?—A. It was covered, a portion of it.

Q. Was it good iron, suitable for the purpose for which it was made, do you think?—A. Yes, sir; if we stick to the laminated armor, it was.

Q. Has any iron been returned in the place of that to this yard?—A. No, sir.

Q. It was iron suitable for the plating of a vessel of the Kalamazoo class, sent here for that purpose?—A. I believe it was.

Q. You do not know the terms on which it was obtained from the Government?—A. No, sir. I know of none other, save some scrap-iron that was advertised and sold at auction.

By Mr. BURLEIGH:

Q. Were you not here when they broke up an engine?—A. I had forgotten that. There was an engine sold, and taken out of this house, just in front of this office. I had an order for the delivery of that; to whom I don't remember.

Q. The engine was not advertised?—A. I think not. That iron, you see, will come under two different bureaus; the plate-iron under constructions, and the machinery would come under steam-engineering.

By Mr. JONES:

Q. Do you know of any steam-boilers that have been or are now being broken up at this station?—A. Yes, sir.

Q. Were they sold at public sale, or sold by order of the Department?—A. My impression is they were not sold at public sale. If they were, the sale was held elsewhere, not here.

Q. Well, you had an order to deliver them?—A. Yes, sir; I had an order to deliver.

Q. Do you know of anything else upon the yard that has been delivered, except what you have named here, by orders from the chief of the bureau—material of any kind?—A. I can recall nothing else, sir.

Q. Will you furnish copies of all orders since 1868, from the bureaus, authorizing the removal of property, either by public sale or otherwise; also orders directing public property to be removed from any department to any other station?—A. I will.

By Mr MILLS:

Q. How are bargains, sales, or exchanges of Government property conducted here—with or without competition at public or private sale?—A. Competition, sir.

Q. Do you know what amount of purchases have been made here by annual lettings?—A. I do not, sir,

Q. Or what amount of purchases under orders originating with the constructor at the yard?—A. The constructor would have them, sir.

Q. Or the amount of purchases made under directions from the chief of the bureau to make requisitions, or to receive property which may have been purchased directly by the bureau at Washington?—A. That you could only get from the head of the department.

Q. They would write to him and not to you?—A. They would write to me, and that letter goes to the head of the department, and he is governed by that, as though the letter were directed to him.

Q. Have you ever received a larger amount of material than was advertised for—$100,000 worth, for instance, where the advertisement was for $20,000 worth?—A. I believe we have. The particulars I cannot give you, though the constructor can. I remember a quantity of live-oak coming here, when we had no information as to its coming until it arrived. I would not allow any of that material to be landed without communicating with the chief of the bureau.

Q. I suppose you would not take notice of it so quickly as the persons who are at the heads of the departments. You merely make the requisitions for the amount they call for. I simply want to know if, when this letting is advertised, the head of the department, I will say the Chief of the Bureau of Construction, advertises for the amount that you require for those different bureaus?—A. I think not.

Q. Does he advertise for a quarter or a tenth as much?—A. I can't tell.

Q. The balance is got by open purchase?—A. If there is a smaller quantity than is required, the balance would be gotten on open purchase.

Q. It is merely sent here to you?—A. Yes, sir; and we are ordered to receive it subject to inspection, of course.

Q. I mean, more than the amount required by you arrives here, and then you are ordered to receive it, by the Chief of the Bureau of Construction and Repair?—A. Yes, sir.

Q. Whether or not large amounts of timber and lumber have been delivered at the yard since you have been here without your having had any notice of its coming until it came, and then orders came from Washington for you to receive it?—A. Yes, sir; there was some live-oak received here, one or two schooner-loads, we having no instructions at the time of the arrival of the schooner or schooners, and I refused to allow it to be landed, until I had got instructions from Washington.

Q. By whom was that live-oak delivered?—A. As near as my memory serves me, by Trickey & Jewett. I won't be positive about it. Either Trickey & Jewett, or it may have been Swift. I can't remember the names.

Q. Do you know anything of any false bidding, straw bidding, or combinations among bidders or dealers, for supplies for the yard?—A. I do not.

Q. Do you know anything of the character of that live-oak timber that has been received here—if it is of the best character, or what is called promiscuous timber?—A. That I can't tell you.

Q. Who is your timber-inspector?—A. John Locke.
Q. Do you know by whose influence he received his appointment?—A. I do not.
Q. Do you know what salary he receives?—A. I do not.
Q. What is his capacity for judging of timber?—A. So far as I know, good.

By Mr. BURLEIGH:

Q. How long did your live-oak timber lie here without being docked?—A. I don't know. Mr. Wilson, naval constructor, I think, can reply to that question very satisfactorily.

By Mr. MILLS:

Q. What duty does this timber-inspector perform?—A. I think his duties are simply and solely to inspect the timber.
Q. That is, the timber when it arrives?—A. Yes, sir.
Q. After that, he has nothing to do?—A. So far as I know.
Q. How long has it been since you have received any timber?—A. That I cannot tell you. Much of this information I could only give you by reference to the books.
Q. Do or not your books show that for the last four or five years, at the annual lettings, a small quantity of timber and lumber is advertised for, and during the year a much larger quantity is received from the contractor?—A. I presume the construction-books would show that; they should.
Q. Will you furnish the estimates that have been sent on each year for the last four years, for supplies of materials and everything that has been used in the yard, the total amount supplied during the year, the amount supplied by open purchases, and the amount by bid?—A. Yes, sir.
Q. Do you know of any of the appropriations being carried forward by order of the bureaus at Washington from one of these departments to the other?—A. I do not, sir.
Q. Do you know whether any of the bills of one fiscal year are carried over to be paid out of the appropriation of the next fiscal year?—A. I do. Bills in reference to live-oak, supplied by Bigler & Co. I can and will produce the correspondence.
Q. When the appropriation for the current year is exhausted, what do you do?—A. Generally lie on our oars. I do not know how else I can reply to that question. It is very expressive.
Q. You do not incur any debts, or issue certificates of indebtedness, or certify the accounts?—A. No, sir.

By Mr. BURLEIGH:

Q. What do you mean? You say that you have certified that certain things have been delivered.—A. Of course, I do that at any time, when bills come to me certified as correct. I know nothing about the payment of those bills.
Q. You dc that, when you know there is no money to pay them?—A. Yes, sir.

By Mr. MILLS:

Q. When you know there is no money to pay them, you go through the same process of accepting them?—A. Yes, sir. I never handle the money at all. I never see it.
Q. What do these men who get the certificates do with them?—A. I don't know. They should go to the paymaster at Portsmouth.

By Mr. JONES:

Q. He would pay all these bills, in the different departments?—A. Yes, sir.

By Mr. MILLS:

Q. Does he notify you when he is out of funds?—A. No, sir.
Q. So you can never tell how much you have got of floating debt?—A. No, sir; he would know.
Q. Do not your books show the certificates you issue during the year?—A. I presume they do.
Q. Will you furnish the amount of bills which you have certified to as being correct in each department since the first of December last?—A. Yes, sir.

By Mr. JONES:

Q. Should at any time one of the departments draw from the funds of the other, would you be aware of the fact?—A. No, sir; not necessarily. If it is done at all, it is done at Washington, because I have no authority to say to the paymaster, "You transfer a portion of the ordnance money over to construction." I cannot do that.
Q. That would come under the control of the chief of bureau and the Secretary of the Navy?—A. I presume so. There is not at any time a very great amount of funds in any one department, because this money is held at Washington, and we do not draw this money all together, in large amounts, but from month to month, as we require it.
Q. You do not know of any transfers being made from one department to the other?—A. I do not; no, sir.
Q. Do you know whether the bills that you are making this year are being paid?—A. I do not.

Q. Nor do you know how much money yet remains to your credit for the current year? Can you find that out?—A. No, sir; I cannot find that out.

Q. Those books are all kept at Washington?—A. Yes, sir.

Q. Do you know how much is appropriated for the different departments of your yard the last year?—A. No. I only know this: For instance, I want a sum of money in construction. I go to the constructor and ask him how much money he wants for the coming month. A requisition is made for that amount, and they may either give him that or they may give him less. How much there is in Washington for that particular bureau I do not know.

Q. The amounts required for construction and repairs in the different yards all come from one Department in Washington?—A. Yes, sir; and we draw this money from the Department month by month, as we require it, so that we do not have a great amount of money here.

Q. Don't you know that they allow you your estimate, I will say for the Bureau of Construction and Repair, for the year, when you start in on your fiscal year?—A. I don't know. I can't answer that positively, because I don't know. I only know this: That the first month in the fiscal year, for instance, the constructor and myself consult together, and we ask, how much money do we want to run our department here for this month, without any reference to the total amount that may be appropriated to that department for the whole twelve months. Well, we want $5,000 or $10,000 for this month. I make out a requisition for that amount of money, and if the powers that be at Washington think it necessary to give us that amount the requisition is approved and we are directed to draw for it. They may make it still less, but whatever amount they settle upon for the department for that month, they notify us and we draw for that amount and no more. It may be what we asked for, it may be less.

Q. So they notify you this month of the amount that you can have for April?—A. No; on our requisition first. For instance, we want a certain amount of money, in construction, to run us through April. Toward the latter part of this month we make out that requisition, say for $5,000. That goes on to Washington, and if they approve it for the amount which we ask for, we are then notified that we can draw for that amount.

By Mr. BURLEIGH:

Q. It takes about that amount to run the department?—A. We have been running it on much less than that for some little time back.

Q. Did you know anything in regard to the Enterprise until you came to the yard?—A. No, sir; she was built and launched before I came here.

Q. Do you remember what day she was launched?—A. No; I don't.

Q. It was only a short time before you came to the yard?—A. A short time before I came; how long I don't remember.

Q. Were you familiar with the contractor and his relations to the constructor?—A. No, sir.

Q. You had not been here long enough to understand anything about that?—A. No, sir.

Q. She was already in the water when you came here, you say?—A. Yes, sir.

Q. It appears, by a certificate we have here, that you certified that $4,000 worth of extra material had been received for the use of that ship. (Certificate shown to witness.) Not knowing anything about the building of that ship and the relations between the contractor and constructor, why did you sign such a paper as that?—A. I could have only one foundation, that given me by the constructor of the yard for the labor.

Q. Did he represent to you that that amount of extra material had been received?—A. I don't remember now. My memory will not take me back to October; but there must have been some foundation for this, and that the constructor would show on his records or his books. I signed nothing for construction or for any other bureau until the bills, or the amounts, or whatever they may be for, are first signed by the constructor or the head of that department, and certified to as being correct.

Q. Then, if the constructor certified that he had received those articles, you would approve the bill?—A. Yes, sir.

Q. Since that ship was launched another contract has been made with Mr. Griffiths in regard to that vessel?—A. A contract, I believe, for building her spars and to complete her in all respects.

Q. How many contracts have there been on that ship?—A. One to build her, I think, before I came here, one to complete her, and another to build her spars.

By Mr. JONES:

Q. Wasn't there one for launching her?—A. I don't remember.

By Mr. BURLEIGH;

Q. Then this $4,000 which was paid to the contractor did not apply to either of these contracts?—A. That I don't know, sir. I can't tell from this certificate what this extra work was for without going back to the constructor or his records.

Q. Does that read as if it was paid on either of the contracts?—A. No, sir; I can't explain this, Mr. Burleigh, without going back further.

Q. Should you think that that $4,000 was not in part payment of any contract?—A. I don't know, sir.

By Mr. JONES:

Q. It says "extras," don't it?—A. It says "to extra work." Now, the constructor could show what that extra work was; I could not.

By Mr. BURLEIGH:

Q. Have you ever read the original contract with Mr. Griffiths?—A. I have read two contracts. I have a copy of one; and I have a copy, not of a contract exactly, but a letter from the Chief of the Bureau of Construction, informing me that Mr. Griffiths is to make the spars for that ship for a certain amount of money; but the copy of the contract previous to this agreement may have been a contract or may not have been; I don't remember.

Q. Previous to the agreement to make the spars?—A. Yes, sir.

Q. You have two contracts besides that letter?—A. No, sir; I have only one.

Q. You said there was a contract to build the ship and another to complete her?—A. That is my impression. I know nothing about building the ship, because she was built and in the water before I came. I have a copy of the contract to complete her.

Q. Did you ever see the contract to build her?—A. No, sir. In addition to this contract I speak of, I have a letter from the Chief of the Bureau of Construction, in which I am informed that Mr. Griffiths is to build or make the spars for that vessel for so much money.

Q. You understood that to be in the nature of a contract?—A. Yes, sir.

By Mr. JONES:

Q. You did not understand it to be the contract?—A. No, sir; simply an order from Mr. Hanscom.

By Mr. BURLEIGH:

Q. It amounts to a contract, because he is going on to do the work?—A. Yes, sir; he is going on to do the work.

Q. Now, will you furnish us with the contract to complete the ship, and the letter?—A. I will furnish copies.

Q. You say you do not know anything about the contract for launching and had nothing to do with the payment?—A. No, sir. I don't know as to my having nothing to do with the paying it. I don't remember that, because some bills may have come in afterward.

By Mr. JONES:

Q. You understand by this contract that he was to have the facilities of the yard to do his work, didn't you?—A. Yes, sir.

Q. And the Government was to furnish the material?—A. Yes, sir.

Q. He never has been detained by the Government, in regard to this contract, to your knowledge, since you have been here, has he?—A. Not to my knowledge.

Q. No demand has been made to you for damages or anything of that kind?—A. No, sir.

Q. Your idea of the contract is that he is to have the facilities of the yard and the Government is to furnish all the materia?—A. Yes, sir.

Q. Now, I want to know if, as far as you know, the Government has fulfilled its part of the contract?—A. As far as I know.

Q. And you never had any complaint from the constructor or from Mr. Griffiths in regard to detentions or any claim for damages for any such detention?—A. No, sir.

Q. And he usually has had preference for anything that he wanted to do with your machinery or tools or oxen?—A. So long as our machinery was running, and up to the time of the discharge, when our machinery was all shut down on, I know nothing to the contrary.

By Mr. MILLS:

Q. This third contract, I will call it, the one for making the spars, was for $6,500, was it not?—A. I think that was the sum.

Q. The Government furnish all the material and pay $6,500?—A. I think it was.

Q. And the Government has furnished all the material, shops, facilities, tools, everything?—A. Yes, sir; everything. There was a question as to the spars of the Enterprise. Mr. Wilson and myself had one or two long talks about it. There seemed to be a question as to the meaning of the word "complete" in making these spars. The letter informed us that Mr. Griffiths would make the spars complete for a certain specified sum. After those spars were, in the opinion of Mr. Griffiths, I presume, completed, my attention was drawn to what I thought to be the incomplete state in which those spars were; that is to say, they had no dogs in them, they had no sheave-holes in them, nor sheaves in the sheave-holes. This letter says, I think, "the spars to be complete." I do not understand a spar to be complete without its sheaves, its dogs, its jack-stays, its saddles, and various other little things. I consulted with Mr. Wilson, and wanted to know whether he thought those spars were complete. We decided that in our opinion they were not complete. Mr. Griffiths referred the matter to the bureau, (at least that is my impression,) and without my writing in reference to this matter, I received this letter from the Chief of the Bureau of Construction.

By Mr. BURLEIGH:

Q. Let me ask if block-makers are not spar-makers, usually.—A. No, not always; not necessarily, because making blocks, I believe, is a regular trade. I should suppose that a man contracting to make spars would put the sheaves in. It seems natural for a sailor-man, at any rate.

Q. If they are not put in before painting the spars, they would have to be painted over again after that work is done; is not that so?—A. Yes, sir.

By Mr. JONES:

Q. Have you at any time had it intimated to you that any one of the departments at this station has raised or borrowed money from some other department? In other words, has not the whole or a part of the monthly allottment to one department been used by another?—A. No, sir.

Q. You never had it intimated to you, did you?—A. No, sir.

Q. This second contract on the ship was let since you were here, wasn't it?—A. Yes, sir.

Q. You don't know of its being advertised, do you?—A. No, sir.

Q. You don't know of anybody who bid against Mr. Griffiths?—A. No, sir.

Q. All you know about it is that you received a communication from the bureau at Washington informing you that he was to do the work for such a price?—A. That is all.

Q. Those orders came from the chief of the bureau to you?—A. From the chief of the bureau; yes, sir.

By Mr. MILLS:

Q. Is it customary when a man makes a contract for the purchase of a vessel, for that vessel to be delivered in the water? If you were making a contract with a contractor here to build a vessel complete for you, would you understand that it was to be delivered to you on the blocks or would you expect it to be launched?—A. In my own individual case, I should want her delivered in the water, because accidents sometimes happen.

Q. What is the custom about that as far as you know?—A. As far as I know, the vessel is supposed to be in the water.

By Mr. BURLEIGH:

Q. If a man takes a contract for the hull of a vessel, is he not bound to put her in the water?—A. I suppose so. I certainly would not make a contract with a man to build a ship for me and turn her over to me on the ways. She is no good to me there, and I can't launch her. An accident might happen, although they do not very often; the ship may turn over. I don't want to run that risk. That the man who builds the ship must attend to.

By Mr. JONES:

Q. Do you think that there would be a saving made to the Government and the service be performed more effectively and better if you employ your marines as watchmen?—A. I do, sir.

Q. In what particular?—A. I think they are more amenable to discipline and less likely to be interfered with by parties on the yard. Well, there is a certain antagonism as between a soldier and a sailor, if you like, or a soldier and a workman, in the navy-yard. They are not often seen together, and I would much prefer myself to see marines guarding the public property in the yard than watchmen. I personally feel that I could rely more implicitly upon them than I could upon watchmen; whether it is owing to the fact that a marine is a soldier, and carries a musket, I don't know; but that is the feeling I have.

Q. But there would be a great saving to the Government?—A. Undoubtedly, I think.

Q. You think the service would be done fully as well if not better?—A. I think it would be done fully as well if not better. In that case the marines would require to be divided into two parts, sentries and patrolmen. A sentry never leaves his post, you know, and you might be out of the sentry's beat and doing questionable things, and you could not get him off his beat. Therefore, in addition to the sentry who should confine himself to his post, I would have patrols who should all be marines. The patrols would move about as watchmen do; the sentries would be confined to their own proper places. I think a great saving could be made to the Government by substituting marines for watchmen, and I think the work would be done equally well if not better.

Q. And at a great deal less expense?—A. At very much less expense.

By Mr. BURLEIGH:

Q. Now, in regard to the retired-list. You are familiar with it and with many of the officers upon it, and their service to the country?—A. Yes, sir.

Q. Will you state if there are any abuses connected with it, to your knowledge, or suggest any changes that could be made that would be for the benefit of the service?—A. I think I can, sir. The retired-list, as I understand it, was created for the purpose of taking myself, for instance, or any other officer of the Navy, who was like an old horse after his work is

done, and making him comfortable. Or, in other words, not cutting him off entirely, but giving him something to live upon. It was, as we understand it in the Navy, to be an honorable position, and where we might be in our old age associated with men whom we supposed were, like ourselves, honorable, high-minded people; instead of which, if I am put upon the retired-list to morrow, I am there with a long list of others, some of whom I think are not worthy of being there, put there by whom I do not know, but men who should be out of the service entirely; drunkards, men who have seen little or no service, men who go to your place of business, or somebody's place of business, and run up bills, and, as Jack says, paying them with the flying fore-topsail, or not paying them at all. That is disgraceful. I look upon the Navy as one great family, and no one member of that family can disgrace himself without at the same time disgracing me; and he has no right to put me in such a position as that.

Q. Then you think that putting men upon the retired-list who would not be trusted at sea because of their vices, impairs the respectability of those gentlemen who are on the retired-list properly.—A. I think it does; and I do not see why the Government should be called upon to support a man who has been put upon that retired-list for drunkenness. You could not trust him at sea in command of a ship, because he is utterly unfitted for that position, and instead of putting him out of the service, where he should be, you put him on the retired-list, and make the Government support him.

Q. Have you never known of any instance in the Navy where men have been suspended by court-martials or dismissed the service and got back again?—A. I cannot recall to mind now any cases.

Q. Can you not recall a case?—A. I cannot recall any from my own knowledge. I have heard a case mentioned of a young man of the name of Quackenbush. He is a good deal younger man in the service than I am, and I don't think I ever saw him but once. His case as mentioned to me was a very flagrant one. As I understand it, he was on the South Atlantic station, "the Brazils," we call it, and he committed all sorts of outrages, keeping mistresses, dressing up in women's clothes, and behaving generally in the most outrageous manner. He was tried by court-martial, and the sentence was dismissal from the service, and he was dismissed; but by some influence, I don't know what, he was brought back into the service. I don't know whether he is in active service now or on the retired list.

Q. Do you know whether he was dropped from the list of officers in the Navy or not?—A. That I don't know. There are cases of that kind, undoubtedly, and I think it is hard that you should be compelled to support such men, and it is equally hard for me to be associated with such.

Q. Is he now on the active-list?—A. I think he is. I am not certain, however.

Q. He was a line-officer?—A. Yes, sir; he was a line-officer.

By Mr. MILLS:

Q. What would you suggest as a remedy for the evils of which you have spoken?—A. I don't know any other way than by a board.

By Mr. JONES:

Q. You have a board now, haven't you?—A. Yes, sir; but that board cannot try people.

By Mr. MILLS:

Q. What is the extent of its jurisdiction?—A. To pronounce whether I, for instance, am capable, mentally, morally, and professionally, of performing my duties.

Q. That is for the active-list?—A. That is for the active-list.

Q. If you are not, what then?—A. If I am not I am recommended to be retired by that board.

Q. And you are recommended to be retired, as I understand it, for causes which occurred in the line of your duty or for any other cause?—A. Or for any other cause.

Q. It does not make any difference what the causes are, if you are unfit for active duty, from whatever cause, you go on the retired-list?—A. Yes, sir: unless they recommend that I be tried by court-martial.

Q. We will suppose a case. Suppose a commander of a vessel behaves so timidly before the enemy that his ship is wholly worthless in the action: there are no charges of cowardice against him, on account of feelings of delicacy on the part of his brother officers, but it is understood that he is not fit to command a vessel; don't they put him on to the retired-list?—A. I don't know of a case of that kind, although I can readily understand how it might be done.

Q. Do you know of any persons on that retired-list who are fit for active duty?—A. I can't say without going over the list.

Q. What is your opinion about retiring men arbitrarily at sixty-two years of age?—A. I like it.

Q. Do you think that there are any officers on the retired-list who should be dismissed the service?—A. Yes, sir. In regard to the question of retiring men at sixty-two years of age; take a young man, for instance, who entered the service at the age of fourteen and a

half or fifteen, if he has grown up to the age of sixty-two, seeing a fair proportion of hard service, if he has been honest and conscientious in the performance of his duty, I think by that time he is ready to step aside.

Q. Don't you know that there are some who are fully capable of performing their duties after that age?—A. Some are: but where you can find one case of that kind, and I could point you to one or two, you can find a large majority who are not. If a man has done a fair share of hard work, he will be ready to be put upon the retired-list at that age. If he has been galivanting about on shore with the ladies, maybe he will last a little longer than the man who has seen hard service. There was Admiral Stringham, who, up to within a few years, was as active at the age of sixty-four or sixty-seven, and as fully capable of doing his work at that age as he was at fifty—strong as an ox, physically and mentally. But where you find one man of that kind, you will find a dozen of the other.

Q. So that you think it is best for the service to stick to the rule?—A. I think it is. You may occasionally stumble upon a man who is capable of doing his work at sixty-two, but in the majority of cases I think sixty-two hits it about fairly.

Q. I want to go back to that old iron-clad, and get your testimony about that. Is that vessel in your way here?—A. I can't say that she is.

Q. Suppose the Government were to become entangled and you were notified by a dispatch from the Secretary of the Navy to put your yard in order and go to repairing vessels and constructing and all that, would not that vessel be in your way?—A. Yes, sir; undoubtedly.

Q. Is it of any service to the Government as it is?—A. Not that I can see.

Q. Can it be made of service to the Government?—A. I think not, sir.

Q. What do you think is the best way to get rid of it?—A. That is a difficult question to answer; the best and the cheapest, of course. You don't want to throw away money on her. It is a very difficult question. It is possible that she might be calked where she is, floated and kept afloat long enough to pull her up at high water on some of these flats here, and there she might be burned, taking what copper and iron there is out of her; but I think the Government would lose by undertaking to break her up.

By Mr. BURLEIGH:

Q. Don't you think if you filled her with barrels and launched her she would float where you wanted her?—A. You might do that, and you might also lash casks around her, which would help to support her. I think that would be the cheapest way to do it.

Q. But as she is in the way and obstructing the yard, you think it best to have her disposed of in some way or other?—A. I think it would, and in the cheapest way.

By Mr. MILLS:

Q. I want to ask you again about the Illinois; do you know anything about breaking up or tearing down a vessel at this yard?—A. No, sir.

Q. That was done before you came here?—A. O, yes. I know nothing of that case.

Q. Or of the Ohio?—A. No, sir.

By Mr. JONES:

Q. Do you think it is necessary for the Government to have a civil engineer for each navy-yard?—A. I think, with the exception of erecting buildings, we can get along quite as well without the civil engineer as with him.

Q. If you wanted to erect a building, couldn't your masons and carpenters do it as well or better than the civil engineer? I suppose your civil engineer does not know anything about building except what he has learned since he has been on the yard. Can you not erect any building or do any piece of work of that kind under the direction of the heads of the different departments in this yard without a civil engineer?—A. I think we can.

By Mr. BURLEIGH:

Q. What buildings have you built the last two years?—A. None, sir.

Q. How much is he paid per year?—A. I can't tell you that without reference to the Navy Register.

By Mr. MILLS:

Q. Could not the constructor do the duty of the timber-inspector, and inspect the timber when it is delivered here?—A. That would come under the head about which we were talking some time ago, as to inspection. I believe the head of each department should inspect and be responsible for all stores received in his department.

By Mr. JONES:

Q. Looking at the good of the service, and at the good of the men also, because they are not good for much unless they have something to do, don't you think the line-officers when off duty on shore might do the duty of some of the civilians that you have in your yard?—A. I don't know what civilian we have here in charge of a department save the civil engineer. What specially do you refer to?

Q. Well, there are always about so many waiting orders, are there not?—A. Yes, sir.

Q. A man is waiting orders sometimes a year or two years?—A. Yes, sir.

Q. And really there is nothing for them to do?—A. They would be very glad, a majority of them, to get employment.

Q. Could they not be employed upon the yards to fill the places of timber-inspectors, or something of that kind?—A. Hardly, because a timber-inspector requires some special knowledge; unless a piece of timber was particularly bad I could not tell you its condition or its quality. I could say, generally, that this piece of timber is rotten or decayed, or shows signs of decay, but I could not go further than that.

By Mr. BURLEIGH:

Q. Are not the heads of departments better judges of the material to be used in their departments than any one else? Are they not educated with that object in view?—A. That is my impression. That is my belief.

Q Then the civil inspector who comes in has not the general education that the Navy officer in charge has?—A. I think not, and I think so for this reason: For instance, I am inspector of equipment stores; I have been dealing in them for a long time: I have been looking at them; they belong to my department, and I am supposed to know something about them. I have also men in my employment in the equipment department whose business it has been to work in this very material that I have required for certain purposes; they are presumed to be experts whether I am or not; and if a certain article in the equipment department comes into the yard I go and look at it, and if I am in doubt I go to the best man I know in my department. If I have doubt of him, I will go to the other departments. If I find a man who knows something about this thing that another man does not, I will take him, no matter what department he belongs to. I will bring him in as an expert; we will examine this article or these articles together, and decide whether the quality is such as will enable us to receive them. I think that can be better done, or certainly as well done, by the heads of the departments as by civilian inspectors.

Q. Has the decision of the civilian inspector, appointed by the Government for a special purpose, as to the quality of any article, more weight than the opinion of the head of the department to which it is to go?—A. It should not have.

Q. Does it in your experience?—A. No, sir.

Q. Is not the civil inspector subject to the approval of the head of the department?—A. If the civilian inspector is called upon to inspect certain articles coming in my department, and he certifies that he has inspected those articles and pronounces them of proper quality, that passes the goods.

Q. If you object?—A. He may possibly have overlooked something, and if, on looking at these things, I find that something does not, in my opinion, come up to the quality, I call his attention to that: but, as a general thing, his name passes those articles.

Q. Does not the foreman of the shop where those articles are to be used inspect them first; that is, do they not go through his hands? Is he not considered the inspector?—A. No, I don't think he is. He may receive these things in store, and after he receives them in store, he looks them over to see if they correspond in quantity with the requisition calling for them.

Q. And quality?—A. No; I don't think he has anything to do with that, unless he may be called upon by me as the inspector as an expert. If I am in doubt, that I may do.

Q. Then you mean to say that the inspector may receive any quantity of timber in this yard without regard to quality, and if he approves of it the constructor cannot say "no." Is that your idea?—A. No, not altogether, but partially. The constructor is receiving live-oak timber here. Suppose there are two or three lots; the constructor is not there to see every stick of timber that comes out of those vessels, the inspector is there, or is presumed to be there, and if he states to the constructor that all the sticks of timber taken out of those one, two, or half a dozen lots are of the proper quality, that is sufficient.

Q. Then his judgment is taken as final?—A. Yes, sir. Therefore I say that the heads of the departments should discharge the duty of inspectors.

Q. Have there ever been any cases here where the constructor has thought that the inspector has been too liberal in his measure and insisted upon a remeasurement?—A. I know of no such case. Therefore I say that the head of the department himself should be responsible. If he is in doubt as to the quality of any particular article, he has it in his power to call in an expert, because we have men of all trades here, you know.

Q. If you were to call in an expert would you take a civilian or a naval officer?—A. I would take a civilian. I would take one of the men in my department. For instance, I am upholstering a chair in the equipment department, and a piece of rep comes in to cover the arms of that chair. I look at it, and, as far as I can see, it is pretty good, but I am not quite certain, and do not like to decide without having somebody to sift it. Here is a man in the department whom I have no reason to believe is dishonest or would give a dishonest opinion. I say, "Jones, I want you to look at this piece of rep with me." This man has been working with just such material for years and years; he is a workman in my department, and it is to be presumed that, having handled so much of this stuff, he must be more or less an expert and be able to judge whether this material is good or not.

Q. You would not get a physician to do that?—A. Hardly; but this man might be a physician, too. But I would make the heads of the departments responsib e.

By Mr. JONES:

Q. Why could not some gentleman from the line or the staff, when on shore, perform the duty of inspector of timber?—A. So he could.

Q. Don't you think it would be better for the service? Don't you think the duty would be more apt to be more faithfully performed?—A. I think it would.

By Mr. BURLEIGH:

Q. Would there not be less liability of collusion between contractors and the officers of the Government?—A. Much less. We generally value our commissions.

Q. Then it is a fair deduction, from what you have said, that these civilian inspectors are useless, because the head of the department has got to be the judge, and he has experts in his employment, and if there is more danger of collusion by having them, it is a pretty good argument against having them on the yard at all.—A. If the question were put to me at this moment whether I thought civilian inspectors were necessary, I should say, "No."

By Mr. JONES:

Q. But if you were going to have any you would take them from the men who are not on active service.—A. I do not see even the necessity for doing that. Why should I have another officer in the yard when the duty can just as well be done by the head of that particular department, who is already here and being paid? Why should not the head of the department of steam engineering be responsible for the stores he receives and signs for, and if he needs assistance in the performance of this duty, call upon an expert or anybody who may be thought an expert either in his own department or in any other department in the yard? I see no reason for a civilian inspector. They are political appointments, I presume; or, if they are not political appointments, I don't know how far I can use the word "political." I only know they are civilian appointments, and I do not have anything to do with them.

By Mr. BURLEIGH:

Q. You don't want to be antagonistic to them?—A. I don't want to be antagonistic to anybody. In other words, I will use all proper means to gain the respect and good will even of a dog; beyond that I will not go. I think we can get along with our inspections quite as well among ourselves as to have any outside gentlemen coming in to act for us. There may be a necessity for it, but I do not see it.

By Mr. MILLS:

Q. Who inspects your munitions, powder and shot?—A. The ordnance officer.

Q. Is there not as much necessity for an inspector of munitions over the ordnance officer as for an inspector of timber over your constructor?—A. Quite.

Q. Have you any orders from Washington requiring you to change the dates of bills, &c., to carry them forward into the next year?—A. My impression is that there is such correspondence. What it is I cannot tell you without referring to it. I will furnish copies of such correspondence.

The following are the specifications, contract, &c., for completing the sloop of war Enterprise:

Proposals for building sloop of war at Kittery navy-yard.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
June 30, 1873.

Proposals will be received at this bureau until 12 o'clock m., the first day of September next, from builders or mechanics qualified to do the work, for the raising, framing, and ribboning, planking from keel to rail, ceiling, including keelsons, clamps, spirketing, and battery, to rail, putting in decks, including all bitts, &c., putting on main and hammock rails, channels, and chains, building storerooms, magazines, and lockers, joiner-work inside and out, calking and scraping, building quarter-galleries and setting head, and painting complete, of a sloop of war of about 640 tons. The materials, tools, and facilities for doing the work will be furnished by the Government.

The Chief of the Bureau of Construction and Repair will be at the Kittery navy-yard on Wednesday, the 20th of August next, and in connection with the naval constructor of that yard, will meet persons desiring to make proposals for the work above mentioned, and will give all necessary explanations concerning the work to be done, and in regard to the character of the materials, tools, and facilities to be furnished by the Government.

Plans and specifications may be seen and examined by applying to the commandant of the Kittery navy-yard after August 1, 1873.

Contract for building sloop of war Enterprise at Kittery.—Jno. W. Griffiths.

This contract, made and entered into at Boston, in the State of Massachusetts, the 18th day of September, one thousand eight hundred and seventy-three, between John W. Griffiths, of Charlestown, in the State of Massachusetts, as principal, and William T. Glidden, of Nahant, and M. D. Ross, of West Roxbury, and C. Allen Browne, of Boston, and John M. Glidden, of Boston, all in the State of Massachusetts, as sureties of the first part; and Isaiah Hanscom, Chief of the Bureau of Construction and Repair, acting under the authority of the Navy Department, for and in its behalf, of the second part, witnesseth:

That the said parties of the first part do hereby contract, covenant, and agree, for themselves, their executors and administrators, jointly and severally, with the said party of the second part, as follows: That for the consideration hereinafter named, the said John W. Griffiths will furnish the necessary labor therefor, and will construct, in the navy-yard, Kittery, Maine, (the materials, tools, and facilities for doing the work to be supplied by the Government,) the hull of a steam screw-propeller sloop of war, authorized under the act of Congress approved February 10, 1873, of the following general dimensions: Length between perpendiculars, 185 feet; extreme breadth, 35 feet; depth from main-deck to top of floor, 16 feet 2 inches; the work to be done under this contract being as follows: Raising, framing, and ribboning, iron-strapping, planking from keel to rail, ceiling, including clamps, spirketing, and battery to rail, putting in decks, including all bitts, &c., putting on main and hammock rails, channels, and chains, building storerooms, magazines, and lockers, joiner-work inside and out, calking and scraping, building quarter-galleries and setting head, and painting complete. All carpenters', joiners', fasteners', calkers', scrapers', painters', and plumbers' work, and all practicable galvanizing of wrought and cast iron, and all other work necessary for the completion of the hull of the aforesaid vessel, excepting blacksmiths' work, which is not included in this contract, to be done by the said Griffiths.

And the said parties of the first part do further agree that the work to be done by the said Griffiths under this contract shall conform in all respects with the specifications and drawings for the aforesaid vessel now in the Kittery yard, and which are hereby made a part of this contract; that in the performance of the work the parties hereby contracting are to be governed thereby as truly as if the same were incorporated in this instrument; nor is the omission of any detail or object necessary to carry into effect the intent and spirit of this agreement to be to the detriment of the United States; and further, that the work shall be done in the best manner, and equal in all respects to that done upon vessels built in the United States navy-yard by day's work, and to be to the satisfaction of the Navy Department and of the person or persons who may be appointed by the Navy Department to inspect the work, and who shall have full power to reject any bad or imperfect work in any stage of its progress, and to whom every part and arrangement and detail of the work must be entirely satisfactory.

And it is further agreed by the said parties of the first part that the aforesaid work shall be completed, in all respects according to the plans and specifications herein referred to, in ten (10) months from the date of signing this contract. And the said parties of the first part do further engage and contract that no member of Congress, officer of the Navy, or any person holding any office or appointment under the Navy Department, shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom. And it is hereby expressly provided, and this contract is upon this express condition, that if any such member of Congress, officer of the Navy, or other person above named shall be admitted to any share or part of this contract, or to any benefit to arise under it, or in case the parties of the first part shall, in any respect, fail to perform this contract on their part, the same may be, at the option of the United States, declared null and void without affecting their right to recover for defaults which may have occurred.

It is further agreed and understood that the drawings and specifications herein referred to and considered a part of this contract shall not be changed in any respect when the cost will exceed one hundred dollars, ($100) except upon the recommendation of a board of survey composed of not less than five officers of the Navy, and approved by the Secretary of the Navy; and if changes are thus made the actual cost of and damage caused by such change shall be estimated by such board of survey; and the parties of the first part hereby agree that if such changes are made they shall be bound by the estimate of said board as to the amount of increased or diminished compensation they are to receive, if any, in consequence of any such changes as is provided in the second section of the act of Congress approved February 10, 1873, hereinbefore referred to.

And it is further agreed by the said parties of the first part that in the event of any neglect or failure on the part of the said Griffiths to complete the work herein provided for upon the said steam screw-propeller sloop of war in accordance with this contract, and with the drawings and specifications herein referred to and considered a part thereof, within the time hereinbefore specified, and in a manner entirely satisfactory to the Navy Department and to the officer or officers to be appointed by the Navy Department to inspect the work while in progress, and to finally pass upon it when so completed, they will forfeit and pay to the United States the sum of twenty-five dollars ($25) per day for each and every day delayed; and they further agree that, in addition to said forfeiture, the Navy Department is authorized, in case the work herein contracted to be done is not completed within the time

tion of both the superintendent and the Bureau of Construction: and whereas it is respectfully submitted that, to make a just comparison of the economy of contract-work with the present system, the whole vessel should be put under contract as far as may be practicable, to this end the undersigned proposes to continue the work beyond the hull, and to completion on said vessel, the facilities of the yard and the materials being furnished as required, and the blacksmiths', platers', and coppersmiths' work as required.

The following specification, it is believed, comprises all the carpenters', joiners', calkers', plumbers', scrapers', painters', fasteners', and laborers' work, embraced in the completion of the vessel in these branches; and should the specification not be found to embrace all the work to be done in these branches, the same is to be completed as if contained in the specification. The work to be done in a workmanlike manner, equal to any ever done in a Government yard, and to the satisfaction of the bureau, for the sum of twenty-five thousand five hundred dollars, ($25,500),* payments to be made as the work advances, in four equal installments.

Specification of labor required to complete the United States steamer Enterprise in the branches above named.

Stowage of waist-anchors; hawse-bucklers and winkles; composition hatch-coamings with mahogany sky-light; chain-nippers; stanchions in fire and engine room; putting on trail-boards; carving and putting on head-boards in gangway; travelers and blocks under fife-rails; sheaving and mortising pin-rails; plumbers' work, including water-closets; joiners' work in cabin, wardroom, steerage, and outside; recalking from keel up, including decks; coppering ship, including paying bottom and staging; gun-tackle and breeching-bolts; coal-ports through deck; iron on bulk-heads; rods for clothes-bags; cleats for mess-chests; coal-bunker bulk-heads of wood with iron covering; fitting and fastening catheads; fitting and fastening stern-bumpkins; making, fitting, and fastening head-bumpkins; painting inside and out, and puttying seams; eye-bolts for sheet-chains, rudder-pennants, and elsewhere; Lewis bolts; capstan and anchor bars, with belaying pins of wood; life-buoys and fittings; light-boxes on forecastle or elsewhere; bill-boards and ironing the same; channel, force, and head pumps; scuppers on forecastle and poop; port-shutters complete, with all fittings; accommodation-ladder fitted to both sides with gates; steering-wheel and stand with mountings; hammock-hooks, with numbers; rollers for sail-room and for chain at bowsprit bitts. cavels and cleats; chock-blocks for tiller-ropes; boom-crutch for anchor-davits, (and spanker-boom;) canopies fitted over hatches; hatch-bars for berth-deck, (and where required;) boat-chocks on rail complete, with davits elsewhere; swinging boom-irons on channels; cranes for spare spars; awning-stanchions; shot-racks on main and berth decks; scupper-plugs and chain-chocks; warping-chocks, ash-chutes; galley-pipe cooler; torpedo-fittings; hold-fittings for hawsers; channel-chests; stand-cask, boat-breakers, and scuttle-butt fittings; spit-kids; chicken-coops; bridge, with ladders; ventilators; heaters and pipes; spare tiller-fittings; fitting compass-stand; spider-band, with belaying-pins; catamaran fittings; mess-chests; scuttle-butt fittings, (and connecting-pipes;) halliard-racks; chain-chests; hawse-blocks, (rail and stanchions;) passing-scuttles; speaking-tubes for tops; furniture and fittings, (in cabin, wardroom, staterooms, &c.;) capstan-bar cranks; chocks for arm-chests; carpenter's chest and bench; grab-rods; deck-lights; four carpenters to attend on engineers; hanging bell; gangway for sentinel over bowsprit; pipe-railing around forecastle and poop; musket-racks; fitting up armory; fitting up signal-room.

All of which is respectfully submitted by—

Your obedient servant,

JOHN W. GRIFFITHS.

CAPTAIN'S OFFICE,
Navy-yard, Portsmouth, N. H., March 15, 1876.

A true copy. Attest:

JOHN H. KNOX, *Clerk.*

Received December 26, 1874. A. B.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 12, 1874.

SIR: Your offer of 31st August, 1874, and since verbally amended, to continue the work on the United States steamer Enterprise beyond the hull, and to "completion of said vessel, (the facilities of the yard and the materials being furnished as required, and the blacksmiths', platers', and coppersmiths' work as required,") for the sum of $25,000, is hereby accepted, subject to the following conditions: That you are to do all the carpenters', joiners',

* Afterward verbally amended to $25,000.

calkers', plumbers', scrapers', painters', fasteners', and laborers' work required to make the vessel in all respects complete, including in this not only the work specified in your offer, but also all other work (not above excepted under the head of blacksmiths', platers', and coppersmiths' work) required to complete the vessel to the satisfaction of the superintending naval or assistant naval constructor, and of the bureau. The work to be done in a workmanlike manner, equal in all respects to any ever done in a Government yard.

Payments of the sum named above for completing the work to be made in four equal installments as the work progresses, in bills in triplicate certified by the superintendent that the work has sufficiently progressed to entitle you to a payment, and that it is in all respects satisfactory. The fourth or final payment is not to be made until the vessel is completed and accepted, and certificate furnished of that fact, and that no other work remains to be done by you; and it is hereby expressly understood that no claim founded on delay of the Government in doing its portion of the work or in furnishing the materials required, will be considered or paid, but that the maximum amount to be paid, under any and all circumstances, for doing the work mentioned, is the sum of $25,000.

It is further understood that by blacksmiths', platers', and coppersmiths' work which is to be done by the Government, is meant such work only as is usually done by such workmen, and does not include the proper attachment of articles made by them to the vessel, where that portion of the work is usually done by a different class of mechanics.

Inclosed please find copy of a statement from the yard, giving the work necessary to be done by you to complete the vessel for sea, by which you will be guided, subject to the exceptions herein noted or implied.

Please signify in writing your acceptance.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

JNO. W. GRIFFITHS, Esq.,
Portsmouth, N. H.

Building directions for sloop of war of about 640 tons, live-oak frame.

BUREAU OF CONSTRUCTION AND REPAIR,
Washington, D. C., July, 1873.

Length from fore side of rabbet of stem at	11	0
water-line to after side of forward stern-post	185	0
Extreme breadth	35	0
Depth of hold	16	2
Keel of white oak, sided	1	2
To be in two (2) depths, the upper pieces to be in five (5) lengths, the lower edge being below the base line		8
and parallel to it.		
Scarphs in length	10	0
to be plain with two (2) rows of dowels let in		
Dowels in diameter		3
and in length		4
The nibs to come under a filling or futtock.		
Upper nibs in thickness		3
Lower nibs in thickness		3
Care must be taken that this upper nib is well calked before the frame is raised, and that the scarph is calked and stop-watered before the garboard strake is put on.		
The nibs to be fastened before the lower piece is put on with two (2) copper bolts in each nib. Bolts in diameter		$\frac{3}{4}$
riveted on composition plates let in on the lower side.		
Plates in thickness		$\frac{1}{4}$
and in width		2
Scarphs to be fastened with three (3) copper bolts riveted on rings on the lower side. Bolts in diameter		$\frac{11}{16}$
Care must be taken to keep these bolts clear of the floor timber and keelson bolts.		
Lower piece of keel to be in six (6) lengths, so arranged as to make a good shift of butts with the upper piece.		
In depth at the forward perpendicular		8
below the upper piece of keel continued to the same point and at the after perpendicular	1	4
Thus the whole depth of the main keel below the base line will be at the forward perpendicular	1	4
and at the after perpendicular	2	0
Scarphs of the lowest pieces will be in length	7	6

To be plain with two (2) rows of dowels let in; dowels in diameter..... 3
and in length..... 4
The nibs of this scarph to be in thickness..... 4
To be fastened before the upper piece is put on, with two (2) copper bolts in each nib. Bolts in diameter..... $\frac{3}{4}$
Riveted on composition plates let in on the under side.
Plates in thickness..... $\frac{1}{4}$
and in width..... 2
The scarphs to be fastened with two (2) copper bolts riveted on rings on the under side. Bolts in diameter..... $\frac{11}{16}$
Care must be taken to keep these bolts clear of the floor and keelson bolts. The remaining scarphs and nibs to be reduced as the size of the keel diminishes.
The upper and lower pieces of keel to be doweled with two (2) rows of dowels (staggered) to be put in under the fillings. Dowels in diameter..... 3
and in length..... 4
asunder or fore and aft..... 7 6
The upper and lower pieces to be bolted together with copper bolts driven from above through each dowel and riveted on rings on the under side. Bolts in diameter..... $\frac{3}{4}$
About three (3) inches above the lower side of the main keel it will be bolted athwartships under the joints of the frame with copper bolts in diameter..... $\frac{3}{4}$
asunder..... 7 6
Riveted on rings on alternate sides.
False keel of white oak in thickness.....
in lengths not over..... 12
to be fastened to the main keel with copper bolts in diameter.....
in length..... 1
asunder not more than..... 2
The false keel to be put on after the keelson and deadwood bolts are riveted and the keel has been coppered.
The butts of the false keel must be kept clear of the lower nibs of the scarphs of the keel.
Hang of keel.—The keel will be laid with a hang of.....
in a length of..... 185
Stem.—Of live-oak, sided..... 1
The aft side will be at or near the bearding line and the fore side not less than....
clear of the rabbet at the upper end. The lower scarph on the keel to be in length not less than..... 4
The upper scarph to be in length not less than..... 4
Each to be hooked.....
and fastened with two (2) copper bolts in each nib.
Bolts in diameter.....
riveted on composition plates in thickness.....
and in width.....
The scarphs to be bolted with four (4) copper bolts in each.
Diameter of bolts in lower scarph.....
and in the upper scarph.....
Care must be taken to keep these bolts clear of the apron and deadwood bolts.
There will be a composition ring let in on each side of the lower scarph, in diameter on the outside not less than..... 1
and in thickness not less than.....
the scarphs to be bolted athwartships with six (6) copper bolts, in diameter...
riveted on alternate sides on these rings.
Bearding.—The stem will be bearded, commencing two (2) inches from the rabbet, so that the front of the gripe when finished will be.....
Apron and forward deadwood of live-oak, sided..... 1
To be molded to conform to the plan, and fastened to the stem with copper bolts, in diameter..... 1 $\frac{1}{16}$ and
Bolts asunder on the outside not more than..... 1
To be kept clear of the hook and cutwater bolts. Bolts all to be riveted on rings.
These bolts to be of copper as high up as..... 14
above the base line, above which they will be of iron, galvanized.
Stern-post of live-oak, sided at heel..... 1
at center of shaft..... 2
and at the head..... 1
Molded at the head, not less than..... 1
and at the heel..... 2
or larger if it can be procured—to have two (2) tenons into the keel. The stern-post to be sufficient in length to reach the top of the gun-deck beam, and will be fitted to conform to the plan.

If the stern-post can NOT be procured in one (1) piece, it may be scarphed fore and aft ways in wake of the shaft hole. If scarphed, the scarph will be in length not less than 7 0
and be fastened with copper bolts, in diameter ..... $\frac{11}{16}$
riveted on rings on alternate sides. Care must be taken that these bolts are kept clear of the bolts securing the propeller chair casting.

Shaft-hole.—Center of shaft-hole at aft side of forward stern-post, above base about 5 10
to be rough-cut, in diameter 11

After stern-post.—Shoe and rudder to be of copper or composition, to be fitted to conform to the plan.

Rabbet.—The rabbet on the keel will be ..... $3\frac{1}{2}$
On the stem ..... $3\frac{1}{2}$
On the stern-post ..... $3\frac{1}{2}$
except abreast the shaft, where it will be 3

After deadwood—of live-oak, sided ..... $\frac{1}{2}$

At the height of the center of the shaft the deadwood will side as the stern-post, at the same height, and will be molded to conform to the plan.

Stern-post knee—of live-oak will fay on the keel and against the post, and will be bolted before the deadwood is put on, with two (2) copper bolts through the post and two (2) through the keel. Bolts, in diameter ..... $\frac{15}{16}$
riveted on rings on the outside, and one (1) blunt bolt in the fore end of the knee into the keel, in diameter ..... $\frac{1}{16}$
This knee will be doweled to the post and to the keel. Dowels, in diameter 3
and in length 4
Over this knee the deadwood will be built. Each piece of deadwood will be doweled to the piece on which it fays. Dowels, in diameter 3
and in length 4
This deadwood will be fastened with copper bolts, in diameter ..... $1\frac{1}{16}$ and $1\frac{3}{16}$
All the through-bolts riveted on rings on the outside.
These bolts will be asunder on the inside not more than 1 8
Care must be taken that the bolts through the shaft-box at the height of the center of the shaft shall be from center to center athwartships, not less than 1 6
To admit of shaft-hole when finished, to be not less than 1 3
To avoid bad holes, all the bolts through the keel, stem, stern-post and deadwood should be laid off and bored through the separate pieces.

Frame—of live-oak timber and room 2 6

Siding sizes.—Floor timbers will side 1 0
First futtocks will side 10
and the remaining timbers will side 10
At the ends of the vessel where the timbers are straighter, they will side ..... $9\frac{1}{4}$
and the cant timbers will side 9
except the aftermost cant timber, which will side 10

Molding sizes.—Throats of floors will be 1 2
Floor timber head ..... $10\frac{3}{4}$
First futtock head 10
Second futtock head ..... $9\frac{1}{4}$
Third futtock head ..... $8\frac{1}{4}$
Fourth futtock head ..... $7\frac{1}{4}$
Port sill ..... $6\frac{1}{4}$
Rail 5
Top-gallant forecastle plankshear ..... $4\frac{3}{4}$
Poop-deck plankshear ..... $4\frac{1}{2}$

Cant-timbers.—The cant-timbers would mold the same as the square frame. The molding sizes are on a square from the beveling when dubbed off inside and out, ready for planking.

The timbers of the frame will be close together, and each scarph in the floor-timbers, first, second, and third futtocks, will be bolted with three (3) galvanized iron bolts, in diameter ..... $\frac{15}{16}$
The scarphs in the remaining timbers will be bolted with three (3) galvanized iron bolts in each, in diameter ..... $\frac{13}{16}$
These bolts will be 2
less in length than the siding of the frame, and will be punched in 1
Care will be taken to keep these bolts clear of the lodge-knee bolts and those through the water-way.
The frame will be doweled at each frame-bolt. The dowels in the floor-timbers, first, second, and third futtocks, will be in diameter 3
and in length 4
Those in the remaining timbers will be in diameter ..... $2\frac{1}{4}$
The heads and heels of the floor-timbers, first and second futtocks, will be doweled with dowels in diameter 3
and in length 4

The heads and heels of third and fourth futtocks will be doweled with dowels in diameter ..... $2\frac{1}{2}$
The heads and heels of the remaining timbers will be doweled with dowels in diameter 2
All dowels, wheresoever used, will be of well-seasoned lignumvitæ.
Knight-heads and hawse-pieces of live-oak, sided 11
The butts so arranged that one may be in the hawse-hole.
To be bolted to the apron and to each other with galvanized iron bolts, in diameter ..... $\frac{15}{16}$
These bolts will be about 2 6
asunder, and keep clear of the hook-bolts and hawse-holes.
The heels of the knight-heads and hawse-pieces will be boxed into the apron and dead-wood ..... $1\frac{1}{2}$
and will be bolted with galvanized iron bolts, in diameter ..... $\frac{7}{8}$
driven through and riveted on alternate sides.
The heels of the cants will be boxed into the dead-wood ..... $1\frac{1}{2}$
for a length of one (1) foot to 1 foot 4.
Care must be taken not to cut into the after-dead-wood in wake of the shaft.
The heels of each first futtock of the cant-frame will be bolted through the dead-wood with two (2) galvanized iron bolts, in diameter ..... $\frac{7}{8}$
and the heel of the half-cants with one galvanized iron bolt, in diameter ..... $\frac{7}{8}$
When the timbers are dubbed off, ready for planking, these bolts will be riveted on rings on alternate sides.
The cants and counter-timbers will be located and arranged to conform to the plan.
There will be seven (7) counter-timbers, the outer one of which will be sided 10
The center counter-timber will side 1 2
The remaining ones will side 9
The center counter-timber will heel against the stern-post, into which it will tenon.
Tenon athwart ships 4
and up and down 8
This center counter-timber, from its heel to the knuckle of the counter, will be molded so that there will be sufficient wood to finish fair with the outside of the bottom plank, and into it the bottom plank will nib.
The side counter-timbers will run by the stern-post and heel against the after-most cant. These side counter-timbers will be doweled and bolted to the center counter-timber. Dowels in diameter ..... $2\frac{1}{2}$
and in length 4
asunder not more than 2 6
To be bolted through each dowel with galvanized iron bolts, in diameter ..... $\frac{7}{8}$ and $\frac{3}{4}$
riveted on rings on alternate sides, also to be bolted through the stern-post and aftermost cant, if it can be done.
Fillings.—The spaces between the frames will be filled in solid with live-oak to a height of 6 inches above the throats of floors at the molding-edge of the timber. The top or outer ends of these fillings will be cut with a curve from the molding-edge to the throats of the floor-timbers in such a way as to form a water-course. The joints of the frames and fillings will be calked inside and out.
Bolting the frame to the keel.—When the frame is raised and stationed, there will be one (1) copper bolt through each floor-timber and the keel on alternate sides. Diameter of bolts ..... $\frac{1}{16}$
riveted on rings on the lower side of the keel.
Main keelson, of live-oak, sided 1 2
in two (2) depths, the lower piece to be in depth 6
and in length not less than 25 0
To be butted and not scarphed; the butts to come over a futtock or filling, and to be kept clear of the scarphs in the upper piece of keel.
The lower piece of keelson will be doweled on alternate sides to each alternate futtock. Dowels in diameter 3
and in length 4
If found necessary, this lower piece of keelson may be fastened with locust tree-nails or small copper bolts in the futtocks or fillings.
Upper piece of keelson will be of live-oak, sided 1 2
and depth 10
Thus the whole depth of the keelson will be 1 4
To be in lengths of not less than 30 0
These upper pieces will be scarphed—scarphs in length 5 0
The upper nibs will be 4
and the lower nibs will be 3
The scarphs will be doweled with four (4) dowels in each scarph; dowels in diameter 3
and in length 4
and bolted with two (2) copper bolts in the upper nib, in diameter ..... $\frac{3}{16}$

and in length	1	0
and one copper bolt through each dowel; bolt in diameter		$\frac{11}{16}$
and in length	1	1
Care must be taken that these scarphs do not come over the butts in the lower piece of keelson, or the scarphs in the upper piece of keel.		
The upper piece of keelson will be doweled to the lower piece on alternate sides; dowels in diameter		3
and in length		4
asunder fore and aft	5	0
or over every alternate floor timber. The keelson will be fastened with one (1) copper bolt through each floor timber driven on alternate sides and opposite the floor-timber bolts; bolts in diameter		$1\frac{1}{8}$
riveted on rings on lower side of the keel.		
Sister keelsons of live-oak on each side and close adjacent to the main keelson; in depth		11
and in width or siding		8
To be scarphed; scarphs in length	5	0
To have four (4) dowels in each scarph; dowels in diameter		$2\frac{1}{2}$
and in length		4
These scarphs to be kept clear of those in the main keelson.		
Through these sister keelsons in every timber, there will be a copper bolt in diameter		$\frac{13}{16}$
riveted on rings on the garboard strake.		
These keelsons will continue forward and aft until their outer edge becomes		6
their top being parallel with the top of the main keelson.		
These keelsons will be bolted athwartships where it can be done through the main keelson with galvanized iron bolts, in diameter		$\frac{13}{16}$
asunder, not more than	7	6
Care must be taken that these athwartships-bolts are kept clear of the copper through-bolts.		
Capping.—There will be a cap on the main keelson of live oak, sided		$\frac{1}{2}$
and in thickness		3
fastened with copper bolts, in diameter		$\frac{1}{2}$
and in length		7
asunder not more than	2	6
driven on alternate sides.		
In wake of the mast-steps and engine-keelsons this capping will be omitted. The upper corners will be chamfered on the side		$\frac{3}{4}$
and on top		$1\frac{1}{4}$
Breast and deck hooks.—Forward there will be one (1) hook at each deck, and one (1) between and one (1) in the hold below the berth deck; these hooks will be formed by a live-oak chock, sided		9
and molded from	8 inches to	10
fayed against the inside of the apron and deadwood.		
On the inside of these chocks there will be a galvanized iron hook, sided		4
and molded at the throat		$2\frac{1}{2}$
and at the ends		$\frac{3}{4}$
Arms in length not less than	4	6
fayed against the timber of the frame; there will be one galvanized iron bolt through the stem, driven from the outside and riveted on the hook; bolt in diameter		$1\frac{1}{16}$
and one (1) galvanized iron bolt through each timber on which it fays, driven from the inside and riveted on rings on the outside of the frame; bolts in diameter		$\frac{15}{16}$
Hooks aft.—There will be a hook at the poop-deck of live-oak, sided		$6\frac{1}{2}$
and molded to conform to the plan, fastened with one (1) galvanized iron bolt through each timber on which it fays, to be driven from the outside before the plank are put on, and riveted on rings on the inside; bolts in diameter		$\frac{11}{16}$
There will be a hook at the port sill of live-oak, sided		8
and molded to conform to the plan, fastened with one (1) galvanized iron bolt through each timber on which it fays, driven from the outside before the plank are put on, riveted on rings on the inside; diameter of bolts		$\frac{15}{16}$
Under the berth-deck, on top of the deadwood, there will be three (3) hooks of live oak, sided		8
fastened with one (1) copper bolt through each timber over which they pass, driven from the outside and riveted on rings on the inside; bolts in diameter		$\frac{15}{16}$
These hooks will be located to conform to the plan and will be put in after the ceiling-plank are put in.		
Port sill, of live-oak, sided, or in depth		7
in width same as the frame at that point, to be set with the round of the beam, and bolted at the ends with two (2) galvanized iron bolts, in diameter		

and into the heads of the intermediate timbers with one (1) galvanized iron bolt into each timber; bolts in diameter		$\frac{5}{16}$
driven at opposite angles to each other.		
Port-sills in height above top of the deck when finished	1	6
Ports in width, fore and aft	3	8
Ports in height to under side of main rail	3	2
Care must be taken that the timbers forming the face of the ports have a smooth face, and are full and square.		
Fillings.—In wake of the hawse holes and engineer's openings, the space between the frames will be filled in with live-oak; at each air port and scupper there will be a filling of yellow pine in length not less than	3	0
In wake of the rigging, the space between the frames will be filled in with yellow pine in length not less than	4	6
The upper ends of these fillings to be on a line with the port sill.		
Diagonal braces of iron on the inside of the timbers, in width		$3\frac{3}{4}$
and in thickness		$\frac{9}{16}$
There will be two (2) sets at right angles to each other, one (1) of which will be let into the timbers laid at an angle of 45° from the joints of the frame, the upper ends being under the head-strap, which will be let into the timbers back of the water-way and sperketing.		
These braces will continue down so that a bolt can be driven into the head of the second futtock. The other tier will lay on the timbers, the inside plank jogging over them; the upper ends will lay on the head-straps.		
The upper ends will be between every other frame, or about	5	0
asunder, and will be hot riveted to the head-strap; rivets in diameter		$\frac{7}{8}$
The head-straps will be of iron, in width		$4\frac{1}{4}$
and in thickness		$\frac{9}{16}$
let into the timbers of the frame, the upper edge being below the port-sill	1	0
This head-strap will be continued from the stem to the aftermost cant; this head-strap will be lapped and riveted at the butts so that it may be continuous, having a galvanized iron bolt in every timber; bolts in diameter		$\frac{13}{16}$
driven from the outside in the middle of the timber and riveted on the straps; care must be taken that these bolts are well headed before driving, and that they are punched in sufficient to be clear of the outside plank when ready to be put on; the crossings of the braces will be hot riveted; rivets in diameter		$\frac{13}{16}$
and bolted to every timber on which they lay with galvanized iron bolts; bolts in diameter		$\frac{15}{16}$
driven from the outside in the middle of the timber and riveted on the braces same as the head-strap. Care must be taken that these braces are let into the timbers and the plank jogged over them so that they will fit close and tight.		
On the outside of the frame aft, there will be an iron strap located as shown on the plan, in width		$3\frac{1}{4}$
and in thickness		$\frac{9}{16}$
This strap will be welded in one piece and bolted through every timber with one (1) galvanized iron bolt in diameter		$\frac{3}{4}$
riveted on rings on the inside of the timbers.		
In order to connect the deadwood below the shaft with the frames that are above it, there will be two (2) composition straps or braces, in width		4
and in thickness		$\frac{5}{8}$
On each side of the vessel the straps will be let into the deadwood and frames, except in wake of the shaft where the plank will jog over them, and be fastened with copper bolts, in diameter		$\frac{13}{16}$
Below the shaft these bolts will be driven on alternate sides and riveted on the strap, asunder not more than	1	4
Above where they come through the frames, there will be one (1) bolt in each timber riveted on rings on the inside; bolts in diameter		$\frac{7}{8}$
The lower end of the aftermost strap will continue down and bolt to the stern-post; the other end will continue down and bolt to the keel, to be located and arranged to conform to the plan.		
Mast steps of the foremast and mainmast will be of galvanized cast iron, fitted and fastened to the keelsons.		
Engine keelsons of white oak sided	1	10
Distance from center to center	4	10
thus being asunder	3	
There will be three (3) of these keelsons in height and location as shown on the plan, to be put in after the ceiling-plank are put in.		
These keelsons will jog over the main and boiler keelsons; also over the sister keelson ceiling and bilge strake, to be doweled to the timbers between the main and boiler keelsons with dowels in diameter		3
and in length		4

asunder not more than 2 0
and fastened with copper bolts in diameter ..... $1\frac{1}{8}$
asunder not more than 3 0
riveted on rings on the outside of the frame before the bottom plank are put on; at the outer ends where the keelsons are shoal the bolts may be 1
Care must be taken that these bolts are kept clear of the holding-down bolts of the engine, the location of which will be furnished by the engineer.
If it is necessary to make these keelsons in more than one (1) depth, in that case the pieces will be doweled to each other, with dowels in diameter 3
and in length 4
asunder not more than 3 0
There will be several keelsons of white oak for the shaft-bearings, located and in height as the engineer may desire; that for the thrust-bearing may be of live-oak.
Boiler keelsons, on each side of the main keelson of white oak, sided 11
to be in height same as main keelson, with which it will be parallel; these keelsons will continue forward and aft until their ends become in height 6
to be in the clear from the center line 4 4
thus being asunder 8 8
to be scarphed; scarphs in length 5 0
These scarphs must not come in wake of the scarphs in the main keelson; these scarphs will be doweled and bolted through each dowel; bolts in diameter ..... $\frac{3}{4}$
these keelsons will be doweled on alternate edges to each futtock with dowels in diameter 3
and in length 4
In wake of the boilers these keelsons will be bolted through each dowel with copper bolts in diameter ..... $\frac{7}{8}$
Every alternate bolt will be a through bolt and riveted on rings on the outside of the frame before the bottom plank are put on.
Forward and aft when these keelsons become shoaler, the bolts may be less in diameter; and where it can be done, these bolts will take the place of the outside fastening and be driven from the outside of the plank and rivet on the keelson.
In wake of the boilers, there will be an additional piece on top of these keelsons, in height sufficient to bed the boilers; these additional pieces will be doweled on alternate edges to the boiler keelsons; dowels in diameter 3
and in length 4
asunder not more than 3 0
and bolted with galvanized iron blunt bolts; bolts in diameter ..... $\frac{3}{4}$
Care must be taken that the butts or scarphs of these upper pieces do not come over or near the scarphs in the boiler keelsons.
Bilge-strake.—Of yellow pine, seven (7) in number, the first or lower strake being 11
below the first futtock-head and the upper strake being 1 6
above the second futtock-head.
In thickness amidships ..... $5\frac{1}{2}$
Thinning at the ends of the vessel to 4
In width amidships 11
Narrowing at the ends to 9
These bilge-strakes will be fastened with galvanized iron bolts in diameter ..... $\frac{5}{8}$
There will be one (1) bolt in each frame in alternate edges of the plank, but in the middle of the timbers; these bolts will be headed before driving, and care must be taken that the holes are reamed to prevent the heads from splitting the plank when the bolts are driven home; care must be taken that these bolts do not go entirely through the timber when punched in.
Ceiling.—Of yellow pine below from the bilge-strakes to the boiler keelson.
In thickness amidships ..... $4\frac{1}{2}$
Thinning at the ends of the vessels to 3
In width amidships about 11
Fastened with galvanized iron blunt bolts, in diameter ..... $\frac{9}{16}$
driven on alternate edges of the plank, but in the middle of the timbers; all short fastening for any inside work will be driven near the edge of the plank, but in the middle of the timbers so as not to interfere with the fastening from the outside, as all through-bolts from the outside will rivet on these plank.
Upper-deck clamps and ceiling of yellow pine, in thickness amidships ..... $5\frac{1}{2}$
thinning at the ends of the vessels to 4
and in width amidships ..... 10 to 11
filling the space to the thick strakes.
These clamps will be fastened with one (1) galvanized iron blunt bolt in each frame driven in alternate edges of the plank, but in the middle of the timbers; bolts in diameter ..... $\frac{11}{16}$

To be bolted edgewise (where it can be done) in every alternate room or about.... 5
asunder with galvanized iron bolts, in diameter.....
keeping clear of the air-ports.
Care will be taken that the butts of the upper strake of clamps come in an air-port, and that no butt on the second strake comes under or near an air-port, nor on the same frame with that of an outside plank.
These clamps will be keyed in five (5) seams with a galvanized iron key made in the form of a ×, in width up or down.....
in length fore and aft.....
in thickness.....
in length in and out to conform to the thickness of the plank, to be driven on alternate edges of the plank in every alternate room, these being on the seam asunder..... 10
Berth-deck clamps, of yellow pine. These clamps will consist of a yellow-pine strake, set with the sheer of the deck on the inside of the ceiling to be in thickness on the upper edge amidships.....
and on the lower edge.....
in thickness at the ends of the vessel on the upper edge.....
and on the lower edge.....
in width.....
fastened with one (1) galvanized iron blunt bolt in every timber; bolts in diameter.....
and in length..... 1
Berth-deck beams of yellow pine, sided.....
molded.....
to have a spring of.....
in a length of..... 35
Knees of white oak.—There will be one (1) hanging knee to each end of every beam, sided.....
There will be a lodge-knee to each end of every beam, sided.....
The arms of these knees will be in length not less than..... 4
The bodies of the hanging-knees will be in length not less than..... 5
The bolts in the arms to be of galvanized iron, in diameter.....
not less than four (4) in number, the bodies to have not less than five (5) bolts in addition to the throat-bolt.
The throat-bolt will be driven from the inside and be of galvanized iron in diameter.....
Those through the side of the vessel will be of copper, in diameter.....
and to be driven from the outside of the plank, and riveted on rings on the knee.
The lodge-knees will be fastened with galvanized iron bolts in the arms, in diameter.....
four (4) in number, the bodies to have (1) bolt in each timber over which it passes, in addition to the throat-bolt. The throat-bolt will be of galvanized iron, in diameter.....
and will be driven from the inside. Those through the side of the vessel will be of copper, driven from the outside of the plank, and riveted on rings on the knees; bolts in diameter.....
If any of these bolts come above the line of copper-fastening, they will be of galvanized iron, and will be in diameter.....
Where practicable, the bolts through the side of the vessel will take the place of the outside fastening.
The arms of these knees will have two (2) dowels in the beams; dowels in diameter.....
and in length.....
The bolts near the end of the knees may be $\frac{1}{16}$ less in diameter, and the points of the knees will be fastened with spikes, or small bolts.
Forward and aft, where a hanging-knee cannot be got under the beam, it may be placed against the side of the beam, which gives an out square knee.
The beams at the midship ends of the berth-decks will have a lodge-knee on both the forward and aft side. The remaining beams will have one (1) lodge-knee only—those on the forward deck, on the fore side of the beams, and those of the after-deck, on the after side of the beams.
Stanchions under the beams forward of white oak, square.....
and aft in two (2) rows, fore and aft.....
and athwartships.....
Those under the mizzen-mast will be.....
Mizzen-step.—On the berth-deck there will be an additional beam of yellow pine under the mast, molded amidships.....
and at the ends.....

and in length.....

The body of the hanging knee to reach the berth-deck water-way.

Forward and aft these hanging knees may be slightly angled so as to give a more out square knee.

Toward the ends of the vessel the knees may side.....
less, and the length of the arms may be reduced to..... 4

Bolts of galvanized iron, those in the lodge and lap knees to be in diameter.....
and in the hanging knee.....

There will be not less than four (4) bolts in the arms of the lodge and lap knees, and in the bodies one (1) in every timber over which they pass, and not less in number than in the arms.

The arms of the hanging knees to have not less than five (5) bolts and in the body not less than six (6) in addition to the throat-bolt: forward and aft where the knees side less, the bolts may be $\frac{1}{16}$ inch less in diameter, the bolts in end of the knees may be $\frac{1}{8}$ inch less, and the points of the knees will be fastened with small galvanized bolts or spikes; the bolts in the bodies of the knees will be driven from the outside of the plank and riveted on the knees, taking the place of the outside fastening.

Stanchions—under the upper deck beams, of yellow pine or locust, in diameter....

To have galvanized cast-iron caps and shoes.

The partner beams to be bolted through these stanchions to the deck below, with galvanized iron bolts, in diameter.....
set up with plate and nut on lower side of berth-deck beam

Stanchions in engine and boiler room—to be of galvanized iron, in diameter.....

To be well secured to the beams and keelson, particularly those to the partner beams.

Mast partners of live-oak, to the fore and main mast, in width.....
in thickness.....

The mizzen partners in width.....
and in thickness.....

The fore and main to be kneed with lodge and lap knees of white oak, sided.....
bolted with galvanized iron bolts, in diameter.....
to the mizzen the knees will side.....
and bolted with copper bolts, in diameter.....

Carlings or fore and aft pieces—of yellow pine, sided.....

Molded or in depth.....

In three (3) ranges.

Ledges—of yellow pine, sided.....

Molded or in depth.....

There will be one (1) ledge between every two (2) beams.

Boiler hatch—The fore and aft pieces forming the boiler hatch of yellow pine, sided.

Molded or in depth .....

Kneed at the ends on the outside with lodge knees of white oak, sided.....
and fastened with galvanized iron bolts, in diameter.....

The half beams will be kneed to those fore and aft pieces with lodge and lap knees of white oak, sided.....
fastened with galvanized iron bolts, in diameter .....
and at the side of the vessel will be kneed as the other beams.

Half beams—will side.....
and mold at the side of the vessel.....

The half beams will mold at the fore and aft pieces.....

Engine hatch.—The fore and aft pieces and framing to be the same as the boiler hatch, including the half beams.

Hatches—will be first formed by a fore and aft piece of yellow pine, sided or in width.....
molded or in depth.....

All the deck framing to be let down with a double jog, each in depth.....

Coamings and head ledges—of white oak, sided.....
molded or in depth.....

Dressed straight on top from the deck-edge to the inner upper corner, and after the iron coaming is put on, to be cooved out from the angle-iron to finish fair with the top of the deck-plank.

These coamings and head ledges to be doweled to the beams and fore and aft pieces; dowels in diameter.....

And in length.....
asunder not more than.....
and bolted through each dowel with galvanized iron bolts in diameter.....

Riveted on rings on the under side of the beams and fore and aft pieces.

Iron coamings.—The coamings will be of plate-iron, in height above deck when finished.....
and in thickness.....

The outside fastening will come through and rivet on these plank.

Battery-plank.—Inside between the upper strake of spirketing and under side of rail, of white oak.

In thickness at the spirketing.....

and at the rail.....

and in width not over.....

or to fill the space with six (6) strakes, fastened with galvanized iron bolts, in diameter.....

The through-bolts from the outside will rivet on these plank.

Care must be taken that this fastening is kept clear of the gun-tackle and breaching-bolts.

In the strake of battery-plank that comes below the rail or upper strake, there will be in every room a ventilating-valve of approved pattern. In rooms which have fillings or other obstructions, these valves may be omitted.

Rail of yellow pine, in thickness.....

and in width..... 1

To be set with the round of the beam, the lower side being above the port-sill.. 3

To be scarphed; scarphs in length..... 6

To be hooked; hooks.....

One (1) timber of each frame will tenon into the rail, in depth.....

in length, or fore and aft.....

Athwartships the full size of the timber, to be bolted to each timber with galvanized iron bolts, in diameter.....

and in length.....

To be driven at opposite angles to each other.

Top-gallant forecastle and poop-deck clamps, of white oak, in thickness.....

In number, two (2) strakes, the upper edge being in height above upper deck 6

Beams of yellow pine, sided.....

Molded at center.....

and at the ends.....

To jog into the clamps.....

To have a spring of.....

in a length of..... 31

The grub or beam at the after end of the top-gallant forecastle and fore end of the poop-deck will side.....

and mold at center.....

and at the ends.....

This beam will be chined on to receive the deck-plank.....

and will from thence coove out.....

and show a thickness on top of.....

Partners to the fore mast and mizzen mast of yellow pine in width.....

and in depth.....

Kneed with lodge and lap knees of white oak, sided.....

Framed to take a white-pine wedge.....

The partners to the foremast to be fastened with galvanized iron bolts, in diameter.

and to the mizzen mast with copper bolts, in diameter.....

Mast coamings to project above deck.....

and show a thickness on top when finished.....

To be fitted with galvanized iron band and composition ring similar to those on the deck below.

Stanchions under the top-gallant forecastle, of galvanized iron pipe, in diameter...

To have galvanized iron caps and shoes. Through these stanchions there will be a galvanized iron bolt, in diameter.....

Driven from the top of the beam and set upon the under side of the upper deck beam.

The stanchions under the poop-deck in the cabin will be in two (2) rows and behind the bulk-heads.

Knees.—Each end of every beam will have a lodge knee of white oak sided.....

Arms in length..... 3

And a hanging knee of galvanized iron, arms in length not less than..... 3

Bolted with galvanized iron bolts, in diameter..... ⅝

Coamings of hatches and sky-lights of white oak, in height above deck.....

and have a thickness on top of.....

Those to the sky-lights to be rabbeted on the outside to receive the hoods.

Deck-plank, top-gallant forecastle, of yellow pine, in thickness.....

and for poop-deck, white pine, in thickness.....

and in width not more than.....

To be fastened with galvanized iron spikes, in length.....

To be plugged.

Plank-sheer of white oak, in thickness		4
and in width	1	1
To project outside		$\frac{3}{4}$
and to be chined on the inner edge		1
To form a water-way.		
The heads of the timbers will tenon into the plank-sheer, and the plank-sheer will be scarphed; scarphs in length	5	0
and to be hooked		2
Plank-sheer to be fastened with galvanized iron bolts through the knees into the clamps; bolts in diameter		$\frac{5}{8}$
and into the heads of the timbers with galvanized iron bolts, in diameter		$\frac{9}{16}$
Driven at opposite angles to each other.		
Capstan-bed on upper deck to be formed by letting down between the beams a center-piece of live oak, in width	1	4
Jogging down between the beams		$6\frac{1}{2}$
and projecting above the deck		2
The whole depth being		$1\frac{1}{2}$
On each side of this center-piece there will be two (2) pieces of yellow pine, in width each		10
The outer piece will be rabbeted on the outside to receive the ledge		2
In other respects the same as the center piece, to be fastened to the beams with galvanized iron bolts, in diameter		$\frac{5}{8}$
and athwartships with galvanized iron bolts in diameter		$\frac{13}{16}$
After the capstan is set, these pieces will be dressed down to show a thickness above deck of		$\frac{3}{4}$
and the corners will be neatly rounded.		
If an iron capstan is used, in that case there will be an additional piece of live oak, in width	1	4
jogged up under the beam to meet the upper piece, having a lip under the beam of		3
The beam abaft the capstan will be bolted through the stanchion to the deck below with a galvanized iron bolt, in diameter		$1\frac{1}{4}$
set up on under side of berth deck beam.		
Mast coamings of white oak, in height above deck		7
To be finished round on the outside and show a thickness on top of		$4\frac{1}{2}$
at the corner of the wedges.		
The coaming to the foremast and to the mainmast will have a galvanized iron hoop or band shrunk on their upper edge, for which they will be properly rabbeted. Hoops or bands in width		$2\frac{1}{4}$
and in thickness		$\frac{5}{16}$
On the coaming to the mizzenmast there will be a composition ring let in on top, in width		$2\frac{1}{4}$
and in thickness		$\frac{5}{16}$
The outer edge being fair with the outer edge of the coaming, to be fastened with composition screws.		
Cable-bitts.—To be of cast iron, galvanized, if it can be done; bitts in diameter	1	2
Beds for these bitts will be formed by letting down between the beams a piece of live oak, in width	1	5
Jogging down between the beams		6
and projecting above the deck		2
The whole depth being	1	0
And under the beams there will be a similar piece of live oak let up between the beams to meet this upper piece; this lower piece will have a lip under the beam of		$2\frac{1}{4}$
and be bolted through the beams with galvanized iron bolts, in diameter		$\frac{11}{16}$
riveted on rings on the lower side. The cable bitts will be secured to these live oak pieces with galvanized iron bolts, in diameter		$\frac{11}{16}$
riveted on galvanized iron plates let in athwartships on the lower side; plates in width		$2\frac{1}{4}$
and in thickness		$\frac{5}{16}$
and in length sufficient to take two (2) bolts; the beam abaft the cable bitts will be bolted through the stanchion to the deck below with a galvanized iron bolt, in diameter		$1\frac{1}{4}$
set up on the lower side of the berth-deck beam.		
Deck stopper bolts.—There will be three (3) deck stopper bolts forward of the cable bitts, and one (1) in every beam between the bitts and the deck pipe to range with the outside of the bitts; bolts of galvanized iron, in diameter	1	$\frac{5}{16}$
Diameter of ring in the clear		5
Riveted on plates on the under side of the beam.		
Chain stopper beds.—Forward near the manger there will be a bed of live oak, projecting above the deck		5

In other respects formed as that for the cable bitts, sufficient in width to take the stopper; the center of these stopper beds will be on a line from the center of the forward hawse hole to the outside of the cable bitts.

Chain and deck pipes.—At each chain pipe there will be let down between the beams two (2) fore and aft pieces of yellow pine in width each 1

Through these fore and aft pieces the chain pipes will be cut; to be fastened through the beams with two (2) galvanized iron bolts, in diameter .....
riveted on the lower side of the beams and bolted athwartships with two (2) galvanized iron bolts, in diameter .....

Bowsprit bitts of white oak, sided .....

Molded or fore and aft .....

To continue above the top-gallant forecastle deck 3

There will be a cavil above the top-gallant forecastle.

The upper ends of these timber bitts will be finished timber-head fashion.

Top sail sheet bitts to the fore and main mast.

To be of locust, square .....

Those to the foremast to continue down and bolt to the deck beam below, tapering so that at the deck they will be square .....

To be in height above the top-gallant forecastle 4

Bolted to the top-gallant forecastle deck beam with galvanized iron bolts, in diameter .....

To have two (2) bolts in each.

Top sail sheet bitts to the mainmast will not run below, but will be secured to the main deck beams; in other respects the same as those to the foremast.

Towing bitts aft near the mizzenmast of galvanized cast iron in diameter ....

These bitts will be located as shown upon the plan—if within of the binnacle, they will be of composition. 8

Fife rails.—There will be a fife rail and stanchions to the foremast and mainmast stanchions, to be square at the deck, to have two (2) shieves in each stanchion.

Rail to be of white oak in thickness .....
and in width .....
and in height above deck 3

Between the stanchions there will be a galvanized iron rod, in diameter .....
fittted with thimbles for leading blocks.

There will be a composition band and belaying-pins on the mizzen mast.

Pin rails.—In wake of the rigging there will be a pin rail between the ports, of white oak in thickness at the side of the vessel .....
and on front edge .....

In height above deck about 4

Bolted through the side of the vessel with galvanized iron bolts, in diameter .....

On the top-gallant forecastle and poop decks, the pin rails will be fitted with locust stanchions secured to the deck and fitted with rods for leading-blocks, similar to the fife-rail stanchions.

Garboard strake.—Of white oak, in thickness next the keel .....

The second strake sufficient in thickness to fall in fair with the running-plank of the bottom, in width amidships about 1

To be square fastened—that is, every timber to have one (1) through bolt and one (1) short bolt; bolts of copper, in diameter .....

The through bolts that come through the sister keelsons will be in diameter .....
and will take the place of the through bolt of the garboard strake.

The rabbet on the keel will be .....

Bottom plank, of white oak, in thickness when dubbed off .....

Wales of white oak, the thickest plank being .....

Being the three (3) strakes below and the four (4) strakes above the 12
water-line, thence falling in fair with the bottom plank and upwards to the port sill to .....

The first six (6) strakes below the port sill will be .....
thicker and jog that much between the timbers, for which the edges of the timber will be carefully trimmed but not rabbeted.

Between the first (1st) and second (2d) futtock-heads there will be two (2) strakes .....
thicker and jog that much between the frames in a similar manner.

The outside plank will be hollowed out on the inside to fit the timbers, and the timber of the frame will not be dubbed straight for the plank.

The wales will be in width amidships .....

The plank will increase gradually in width, not exceeding 1

The plank under the bottom and subject to compression may be in length from .....35 0 to 40

But the wales, clamps and spirketing subject to extension must be the longest plank and will be in length from .....40 0 to 50

Bulwarks outside for the length of the top-gallant forecastle and poop decks, of white oak in thickness at port sill 3
and at the rail ..... $2\frac{1}{2}$
In working these planks they will be first fastened with galvanized iron spikes, in length 6
afterward fastened with two (2) galvanized iron bolts ch frame; bolts in diameter ..... $\frac{5}{8}$ and $\frac{9}{16}$
riveted on rings on the inside.
Between the top-gallant forecastle and the poop-decks, the bulwarks outside will be of yellow pine of same thickness and fastened in same manner.
Forward and around the stern the bulwarks or plank above the rail will be of white oak, in thickness ..... $2\frac{1}{2}$
fastened the same as the bulwarks below.
Fastening outside.—The copper fastening will extend from below to 13 6
above the base-line amidships and will sheer up forward to 14 3
and aft to 14 9
above the base-line, above which it will be of galvanized iron, except the counter immediately over the propeller, which will be copper-fastened to the upper deck.
All the outside plank below the port sill will be square-fastened, that is, there will be two (2) through bolts and two (2) short fastenings in each frame.
The copper through bolts will be in diameter ..... $\frac{3}{4}$
and the short fastenings ..... $\frac{11}{16}$
The galvanized through bolts will be in diameter ..... $\frac{11}{16}$
and the short fastenings ..... $\frac{5}{8}$
The length of the short fastenings will be about twice and one-third ($2\frac{1}{3}$) the thickness of the plank through which it is driven, but in no case are these bolts to be longer than within 1
of going through the timber.
Whenever a knee bolt, water-way bolt, hook-bolt keelson, or any other through bolt will take its place, the fastening outside will be omitted.
In the frame next on each side on which the strake butts in lieu of one (1) of the short fastenings in the timber nearest the butt there will be a through bolt.
The hood end bolts, where they can be got through, will be driven from alternate sides and riveted on rings; when they cannot be got through, they will be in length 10
Where the plank are reduced to 6
in width, the fastening will double and single, a short bolt in every frame, the through bolts being placed on alternate edges.
The heads of all bolts driven from the outside will be carefully trimmed, and driven home with a swedge or punch so as not to bruise the plank, and the heads will not be plugged.
Water-tight bulkheads will be built of white pine in two (2) thicknesses, each thickness to be 2
tongued and grooved, supported by stanchions on the after side.
Decks in the hold of white pine in thickness 3
located to conform to the plan.
Store-room decks aft—on each side of the shaft alley.
Beams of yellow pine, sided 5
and molded 5
Deck plank of white pine in thickness ..... $2\frac{1}{2}$
in width not over 7
fastened with galvanized iron spikes in length ..... $5\frac{1}{2}$
not to be plugged.
Shaft alley.—To be built as shown on the plan.
The magazine and shell-room floors.—To be battoned up so that water will not lay on them.
The bolts and spikes used in the magazine and shell-rooms will be of copper or composition and not of iron.
Cat-heads—to be of iron, in width when finished 10
and in depth at outer end 11
To be formed of plate-iron, in thickness ..... $\frac{1}{2}$
galvanized if it can be done.
Located and fitted to conform to the plan.
Cutwater of white oak, sided so that the front edge may be in thickness 3
Falling in at the water-line to ..... $3\frac{1}{2}$
The main piece will run up and form the back of the lacing, and to which the head-rails will be fastened by a galvanized iron knee connecting them together.
The body of the lacing knee will run down the stem and the arm out under the bowsprit; between this knee and the main piece the filling-in pieces will be worked.

If the main piece is not of sufficient breadth to receive the fore end of the lower cheek, a piece will be fayed on its fore side.
The several pieces forming the cutwater will be grooved and have a tongue of yellow pine inserted.
It will be doweled to the stem with dowels in diameter.....
and in length.....
asunder not more than.....
The gripe will be scarphed on the lower end of the main piece.
The upper bolts will be galvanized iron, in diameter.....
The remaining bolts will be in diameter.....
The copper bolts will be in diameter.....
The bolts must be laid off and bored through the separate pieces so that there may be no bad holes.
Cheeks of white oak, sided.....
Bolts in diameter.....
to be galvanized iron.
The space between the upper and main head-rails will be planked fore and aft, and not staved up; the plank to be tongued and grooved; plank in thickness.....
and in width to correspond with the plank between the top-gallant forecastle plank sheer and the main-rail.
Quarter galleries.—Rims of white oak.
To be fitted with bath-tubs and water-closets to conform to the plan.
Channels of white oak, placed at second (2nd) strake below the main-rail.
In thickness next the side of the ship.....
and at the outer edge.....
In width about.....
To be made in two (2) widths, doweled to each other; doweled in diameter.....
and in length.....
Bolted through the side of the vessel at each frame with galvanized iron bolts, in diameter.....
Channel-stays—to be galvanized.
There will be two (2) channel-stays to the short lengths, and three (3) to the long lengths, to have an eye in the upper end, and ring bolts in the lower ends.
There will be galvanized iron knees under the channels, in number same as channel-stays.
Chains.—Chain-plates of flat iron, galvanized.
Fore and main plates in width.....
and in thickness.....
Mizzen chain-plates in width.....
and in thickness.....
The upper end of these chain-plates so formed that the dead-eyes may shackle to them.
In wake of the holes for the chain-bolts, the plates will be swelled sufficient to retain their strength, and the edges of the plates will be neatly chamfered or rounded.
Fore and main chain-bolts, in diameter.....
Mizzen chain-bolts in diameter.....
Fore and main preventer-bolts in diameter.....
Mizzen preventer-bolts in diameter.....
Every other chain-bolt will be a ring-bolt; diameter of ring in the clear.....
Size of iron for ring for fore and main.....
and for the mizzen.....
All of the above iron work to be galvanized.
Pumps, of composition; diameter of chambers.....
The force pumps to be fitted to work on the gun and berth decks.
The pipes for the head, channel, and other pumps will lead inside to cocks through the bottom below the water-line; the holes for these pipes will be cut in the joints of the frame, and not in the room or space between the frame.
Scuppers.—Several on each side, located as shown on the plan; in size in the clear fore and aft.....
and up and down.....
in the clear when finished.
To be fitted with composition valves on the outside.
To be kept clear of the gun and air ports.
There will be scuppers on the top-gallant forecastle and poop-decks; also in the manger and head.
Port shutters—To be made in two (2) thicknesses, the lower halves to be hinged to the port-sill.
The shutters to the bridal port to be of oak; also those to the stern-port.
Hammock-rail of yellow pine, in depth.....

ı thickness 3
air with the top-gallant forecastle and poop-deck plank sheer.
ıock-stanchions will be of iron, galvanized.
ock-netting will be of white pine, in thickness 1
with galvanized iron nails.
s.—Diameter of the forward holes in the clear 10½
ıe after one 10¼
on top-gallant forecastle, of galvanized iron; height above deck 30
he upper ends of these stanchions there will be a life-line of galvanized
in ..... $\frac{3}{16}$
er end of the deck, the stanchions will be fitted with galvanized hand-
gas-pipe, in diameter 1¼
ɔp-deck there will be a similar hand-rail and stanchions all around; the
on the fore end of the poop-deck will be of composition.
ıd gratings.—There will be sea-steps and side-ladders on each side of the
itted with galvanized iron stanchions and hand-rails.
ghts will be provided with composition-wire gratings.
es will be fitted with white-ash gratings, and close hatches where neces-

ill be of white ash.
es and scuttles to be fitted with galvanized iron flush-rings.
he magazine and shell-rooms to be of copper or composition.
ır passing coal to the bunkers, will be cut and fitted to conform to the
ıd will be of cast iron, galvanized, in diameter in the clear 1 4
ıd moldings.—All work exposed to the weather will be planed smooth,
bottom will be planed fair before the copper is put on; the inside work
planed, including the berth-deck, the lower corners of all beams framing
projection at the spirketing will be rounded and there will be no mold-
ny part except the main rail.
ck-framing will be let into the beams and into each other with a double

ends of all athwartship bulkheads, boards, or planks will be rounded,
ns being the length of the board.
athwartship bulkhead comes under a beam, the bulkhead-strip on the
ill be omitted in the doorway.
-piece in the hatches on which the gratings lay must be placed in the
ı of the ladders, so as not to interfere with the head-room in passing up

-The wales and bottom-plank will be calked solid and home to the
the upper deck with not less than three (3) threads, and the berth-deck
t less than two (2) threads for the first calking; the bulwarks, poop-deck,
-gallant forecastle in proper proportion.
ıms to be payed with pitch and scraped clean, except outside above the
ınd inside above the upper deck; and the poop-deck and the decks in the
ıd ward-room, which will be payed with three (3) coats of white lead.
he vessel is painted, and when painted the seams will have an additional
paint.
and galvanizing.—It is to be particularly observed that all ring and eye
ɔ to be carefully annealed after they are made, and all iron-work of what-
ind is to be galvanized, if it can be done, including the gun-tackle and
ıg-bolts, which are to be made and put in to conform to the Ordnance

.—The copper will be 30 and 32 ounces, the upper edge being above the
amidships 12 6
ng up at the forward perpendicular to 13 0
the after perpendicular to 14 0
be a composition casting on the front of gripe and cutwater, continuing
..... 3 0
the keel to 3 0
ve coppering-line on the cutwater.
ss on the front at the water-line ..... $\frac{7}{8}$
g back on the gripe sufficient to get good fastening, the after edge being
less ..... $\frac{5}{16}$
—One in each state-room and several on each side on the berth-deck; also
ıe top-gallant, forecastle, and poop-deck, located as shown on the plan.
pipes.—There will be a ventilating-pipe leading from the after end of the
ey to the poop-deck; also forward there will be a ventilating-pipe leading
fore end of the berth-deck to the top-gallant forecastle.
ked of locust and mahogany, the spindle to be of copper or composition.
and shell-room to be of seasoned white pine; to be calked and made
en lined with lead, and fitted as the Ordnance Bureau may direct.

Cabin bulk-heads, &c., of seasoned white pine.

To be fitted to conform to the plan with state-rooms, clothes-lockers, berths, coat and hat hooks, stationary washstands, cot-hooks, Venetian blinds for windows and doors, glazed sash in doors, windows, ports, and skylights; glass to be best, clear, double thick white glass.

Ward-room bulk-heads of seasoned white pine, fitted with berths, lockers, shelves, coat and hat hooks, Venetian blinds to the doors and bulk-head openings, pantry fitted with hooks, shelves, and other conveniences, all to conform to the plan.

Steerage and warrant-officers' quarters of seasoned white pine, to be fitted to conform to the plan; fitted with berths, lockers, shelves, &c., similar to the ward-room.

Berth-deck.—Hammock-hooks of galvanized iron, to be placed for as many men as can be hung on the berth-deck and under the top-gallant forecastle.

Sail and bread rooms.—The sail-rooms and bread-rooms to be lined with tin.

The sail-rooms to have a white-pine grating on the deck, and white-pine slats on its side to prevent the sails from coming in contact with the tin.

The store-rooms and dispensary to be fitted according to naval usage.

Chain and shot lockers of white pine, in thickness 3

The bottom to be made tight.

Galvanized iron bolts for securing the chain to be properly placed.

Galley-platform to be leaded, and beams and parts exposed to the action of the fire to be protected by tin properly furred off, steam gratings to be fitted and the galley properly secured.

Water closets to be provided for the ward-room and steerage as shown on the plan.

To be properly fitted with water-tanks, china basins, delivering-pipes, &c., and arranged that they may be readily cleared.

Head.—The head to be fitted with three (3) or four (4) seats on each side.

There will be a head-pump properly fitted on each side of the bowsprit.

Companionways.—To be fitted with suitable canopies, those to the ward-room and steerage to be of composition; the remaining ones to be of iron, galvanized.

Masts and spars to be bark-rigged; the spars of the material usual in naval vessels.

To be properly fitted with iron-work.

All iron-work to be galvanized; all to conform to the plan.

All work to be done in a complete and workmanlike manner, and to conform to the plans and specifications; and any omission in these specifications will not relieve the party of the first part in this contract from furnishing the labor necessary to complete it. In any omission of detail, the vessels building in the navy-yard will be the guide.

I. HANSCOM,
Chief of Bureau.

BUREAU OF CONSTRUCTION AND REPAIR,
NAVY DEPARTMENT,
Washington, D. C., July 8, 1873.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, August 30, 1875.

SIR: Will you please inform the bureau for what sum you will make and fit complete the spars of the United States steamer Enterprise, at the Portsmouth yard, including in this all spar-maker's, ship-smith's and painters' work.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

JNO. W. GRIFFITHS,
Portsmouth, N. H.

(Original.)

OPEN PURCHASE.

The U. S. Navy Department to John W. Griffiths, Dr.

Appropriation: Eight steam-sloops—Enterprise.

BUREAU OF CONSTRUCTION AND REPAIR.

1874.
Oct. 26. To extra work as per bill of items rendered in part payment and on account, four thousand dollars $4,000 00

4,000 00

(Subject to being confirmed by a board as per agreement.)
I certify that the prices of the above articles are at the lowest market-rates.

RUFUS PARKS,
Paymaster, U. S. N.
For C. H. ELDREDGE,
Pay Inspector, U. S. N.

Approved:
I. HANSCOM,
Chief of Bureau.

Having fully examined the articles above charged, we certify that they are of good quality.

——— ———.
——— ———.
——— ———.

NAVY-YARD, KITTERY, *October* 26, 1874.

Received the above articles for ———.

——— ———, *Store-Clerk.*

Examined and approved.

T. D. WILSON,
Naval Constructor, U. S. N.

NAVY-YARD, ———, 187-.

The public exigencies required the immediate delivery of the articles mentioned in this bill, and as there was not time to advertise for proposals, they were properly obtained by open purchase; and the same is approved for the sum of ——— dollars and ——— cents.

A. BRYSON, *Commandant.*

PAYMASTER'S OFFICE,
Portsmouth, October 26, 1874.

Received of Chas. H. Eldredge, paymaster, four thousand dollars and ——— cents, in full of the above bill.

JOHN W. GRIFFITHS.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, October 4, 1873.

SIR: Direct the naval constructor to superintend the work under the contract with Griffith.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore J. C. HOWELL, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, September 27, 1875.

SIR: Your letter of the 23d instant in reply to the bureau's letter of the 30th ultimo has been received, and your offer, therein made, to make and fit complete the spars of the United States steamer Enterprise, now at the Portsmouth yard, for the sum of six thousand five hundred dollars, ($6,500,) the work to be done by you to include all spar-maker's, blacksmith's, iron-plater's, and painter's work required, and to be to the entire satisfaction of the bureau, is hereby accepted. The iron and other materials required for doing the work will be furnished by the Government, as needed, and the usual facilities of the yard allowed you. Payments will be made as the work progresses, upon bills in triplicate, approved by the commandant of the Portsmouth yard.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

JOHN W. GRIFFITHS, Esq.,
Portsmouth, N. H.

I certify the above to be a true copy.

WESTY,
Second Clerk to Commandant.

PORTSMOUTH, *September* 23, 1875.

SIR: In reply to your inquiry of the 30th ultimo, would say that I will do all spar-maker's, blacksmith's, iron-plater's, and painter's work for steamer Enterprise for the sum of sixty-five hundred dollars, and to the satisfaction of the bureau.

Your obedient servant,

JOHN W. GRIFFITHS.

ISAIAH HANSCOM, Esq.,
Chief Bureau of Construction, Washington.

WASHINGTON, D. C., *February* 24, 1876.

JOHN W. GRIFFITHS sworn and examined.

By Mr. WILLIS:

Question. Where do you reside?—Answer. In Brooklyn, N. Y.

Q. What is your business?—A. I am a ship-builder, and have been in that business over fifty years.

Q. Have you during that time had any business transactions with the Government so far as the Navy Department was concerned?—A. I built the Pawnee in 1859 at the Philadelphia navy-yard.

Q. Have you done any work for the Government since that time?—A. I superintended during the war the building of one of the double-enders.

Q. Have you had any transactions with the Navy Department during the incumbency of the present Secretary?—A. None other than the timber-bending machine and the United States steamer Enterprise. She is not finished yet. She is at the Kittery navy-yard.

Q. Has everything that has been done on that vessel been done by you?—A. I did all that was to be done under my contract. The Government has to furnish the iron-work, castings, &c., and all the materials.

Q. Can you produce that contract?—A. I have not got it here; the contract was in writing.

Q. Did you enter into more than one contract for that vessel?—A. Yes, sir.

Q. Just state the particulars of your contract.—A. I have a synopsis here of my first contract in the handwriting of the chief of the bureau: "Work to be done by the job; ship to be put in frame; planking inside and out, from heel to rail; ports trimmed; rail put on, channels, and chains, air-ports, deck-lights, ventilating, chain-pipes, magazine scuttles complete. Decks, including beams, ledges, carlings, combings, stanchions, deck-planking complete. Lockers, hatches, grating, store-rooms in the hold; rails, main hammock and fife hammocks, stanchions, poop-deck, and trestle-deck complete, with the iron-work for the same."

Q. State the circumstances under which that memorandum was handed to you.—A. The advertisement, as I understood it, inviting proposals justified me in thinking that it was the whole ship he desired built, and consequently my figures were based on that idea. saw the chief at the Revere House. He told me previously that this was an experiment; that it was for contracting work in the yard, the Government furnishing the material and tools of the yard and the contractor furnishing the labor, according to the specifications, and under the supervision of the naval constructor in the yard. To this end he invited proposals, and, as I supposed, for the whole ship complete. When I saw him in Boston I asked him if that was what he wanted, and he said no, and he gave me the synopsis I have just read. I bid $46,200 for the work, which was $500 below the lowest bid for the same amount of work. There were a number of bids for small sections of the work, but my bid was the lowest for the whole thing.

Q. Then the contract was entered into according to that synopsis?—A. Yes, sir. In drawing up the contract, in making the specifications, they enlarged a good deal beyond that synopsis. Before I got through I found there was going to be trouble. When I got up to this line of limitation that the synopsis covered, the constructor at the yard, Thomas E. Webb, insisted that I should go on further. I remonstrated, and the chief said that I was not obliged to do that work.

Q. Did you receive pay according to the contract when specified things were done?—A. The pay was made as the work advanced on the certificate of the naval constructor that the work was properly done. I showed the number of men I had at work, what their wages amounted to, and every fortnight payment was made to me.

Q. What was the occasion of the naval constructor insisting on this performance beyond the contract?—A. It was evident that he was nettled. He was building a ship at the same time on the same model, in the yard, and my work would have a tendency to disparage his, make it appear that his work cost more. I was working my men ten hours a day; he was working his eight; and I paid them more wages. I could take what men I chose; he had men put upon him by politicians.

Q. It is alleged, by certain parties connected with the Navy Department, that, legitimately,

the vessel should have been launched at your expense, although nothing was said about it in the contract. Please explain how that is.—A. There was not a hint or anything of the kind said about launching the vessel. It was simply to build the vessel, and it was for the Government to say how it should be launched, and by whom. Nothing was said about it in the contract, either verbally or in writing. I made a special contract with the chief on that point. The constructor put in his estimate for what he could do the spar-work, blacksmith-work, and painter's work. I was $200 below him, and I got the second contract; otherwise it would have been done by the Navy Department. The reason why this was not advertised, as is usual, was because it would not do to bring strange men in to finish a job that had been begun by somebody else, and my estimate being below the constructor's for doing it by the day, they gave it to me.

Q. Is it an ordinary thing, when you contract to build a vessel, to have anything said about launching?—A. In private ship-yards, if I build a vessel, of course I launch it. I build it to completion.

Q. You say that this thing was exceptional?—A. Yes, sir.

Q. Then, you have now on hand a contract in regard to the same vessel?—A. Yes, sir.

Q. Which is incomplete?—A. Incomplete. I can go no further with it until the Government does the iron-work.

Q. Are you acquainted with Varney, an assistant naval constructor?—A. I know him.

Q. None of this work was subject to his official supervision?—A. No, sir. I do not remember his having anything to do with any work of mine.

Q. Have you had any difficulty with the Navy Department, in so far as the performance of these particular contracts is concerned, outside of the interference of the naval constructor?—A. No, sir.

Q. Was there not some difficulty arising in the building of that ship in the navy-yard as to the disposition of some timber or some materials used in the building of that vessel?—A. I do not know. Since this report was made out I think I heard Mr. Webb say that he loaned some timber to yards and docks, and they never paid for it; but things are so loose in that way that you can never account for it. There is a great deal of timber in the ship-house that the other bureaus can take.

Q. Is there not an excess of timber charged to your vessel over the other?—A. I can explain that to you. Mr. Webb molded out both frames, the one for my ship and the one for his, and it would be very easy for a molder to take a large piece of timber for the one vessel and a smaller one for the other, the design being both the same size, and the waste would be larger on one than on the other. You can see how that could be done. I do not charge that that was done, but it might be done. In filling up between the frames a large amount of condemned live-oak was used, and that brought to my ship was a good deal of it rotten and had to be cut away, but the timber that was brought to the other ship was all new, fresh stuff; but how this timber was charged I cannot tell.

Q. Were there not some charges against Webb on account of disposing of certain timber?—A. I made no charges. All I know about it is that I remonstrated with him as to the cuttings and fillings. The moldings I could not say anything about, as they were all cut when I went there.

Q. That was done to make it appear that your ship cost more than the other one?—A. Yes, sir: I have got extra bills against that ship. The chief paid me $4,000, and the rest to be paid when the vessel was done. They had some bolt-copper in the yard for the bottom of the ship, and I commenced boring holes to suit that copper according to specifications, and when I got a large number of holes bored the copper had suddenly disappeared. I inquired for it, and they said it had been cut up for the other ship, although she was not then ready for it. I was in advance of that vessel. I could not go on without it, and they sent to Washington for bolt-copper. When it came it was too small; by this time I had bored more holes; they sent a second lot, and when that came it was too large, and I had to bore these holes larger. That caused me more delay and put me back, and I claimed damages for it. I had to wait for planking too; the planking they sent was inferior, such as I would not put on the outside of a merchant-vessel.

Q. By whom was that planking furnished?—A. I cannot tell you. Finally they got good planking. It was Susquehanna plank, and I would not put that on a first-class merchant-vessel, except for ceiling and that kind of thing. You can get good plank out of it, but it requires a good deal of labor to get it; so much so that my contractor to plank the vessel threw up his contract, and it cost me several hundred dollars. I had to do it all by the day.

Q. Have you done anything in the way of repairs on any vessel under Robeson's administration?—A. No, sir.

Q. What was the name of that vessel being built at the same time?—A. The Essex.

Q. What progress has been made with her?—A. She is lying at the Boston yard. McKay got a similar contract at the same time to finish a ship, the Government to do the iron-work.

Q. What was the name of the vessel built by Mr. Webb, previously, in the Kittery yard?—A. He built the Marion; she was launched before I began; then he commenced the Essex, and I believe she was in frame when they changed constructors. Mr. Webb was

sent out to Rio on a commission, or some investigation about the Lancaster, and Mr. Wilson took his place. Mr. Webb is now at the Washington yard.

Q. Where did you build the Pawnee?—A. At Philadelphia. I made the model and plans; the engine I had nothing to do with.

Q. You have been an observer of the mode in which naval matters have been conducted for a long time?—A. I finished my apprenticeship in the Norfolk yard under Mr. Grice. I know how the work is done in navy-yards, and that enables me to estimate on naval vessels.

Q. In what particular way?—A. All the way through, in the finishing off of a vessel. A war-vessel has a certain load-line—a merchant-vessel may, when she is loaded, draw twenty feet of water, and when she is unloaded draw ten feet; a war-vessel draws always the same; there may be a difference of two or three feet when the coal and stores are out. There has always been, since I have known the Navy, some disposition to make political capital out of the Navy. For instance, in building the Pawnee, there is a table which shows the amount charged for. Table annexed in magazine article. A contractor that comes in is looked at with suspicion; the constructor opposes him; they don't want to encourage an outsider to come in. Mr. Thomas Florence was member of Congress at the time the Pawnee was being built in the Philadelphia district. I wanted to get a span of horses to do the teaming-work on that ship; it would have been a great saving. He remarked to me, "Horses don't vote, but laborers do."

Q. Have you encountered any difficulties in your endeavors to get work from the Navy Department under Secretary Robeson?—A. I never exchanged a dozen words with him.

Q. Was this timber-bending machine an invention of yours?—A. Yes, sir.

Q. Was it patented?—A. Yes, sir.

Q. Have you had any transaction with the Department regarding that bending-machine?—A. I made a contract to furnish it. The machine was built in East Boston, and was first used in bending timber for a ship there. The owners of the ship went over to Commodore Rodgers, in command of the Boston yard, and invited him to come over and watch the operations of the machine. He sent over Isaiah Hanscom, with directions to examine it. Mr. Hanscom did so from time to time. After this ship was completed and went to sea, the Secretary was requested to appoint a commission to examine into the mode of bending timber and its utility. He did so, and appointed a commission of Captain Chandler, Isaiah Hanscom, and several line officers. I bent a frame-timber before them, that was fifteen by sixteen, and some forty feet long, bent into a form that Mr. Hanscom gave me to bend by. The commission reported favorably, and then proposals were made to sell that machine to the Government with the improvements upon it, the improvements that I have since devised. Before it was accepted another commission was appointed to examine it, and here is their report:

"UNITED STATES NAVY-YARD,
"*Boston, April* 19, 1872.

"In compliance with the orders of Charles Steadman, commandant and rear-admiral, we have examined the timber-bending machine, and find that it performs all the work required of it under the contract, and that it is complete in accordance with the terms of the contract, and satisfactory in every respect.

"EDWARD R. CALHOUN,
"*Captain, United States Navy.*
"W. L. HANSCOM,
"*Naval Constructor, United States Navy.*
"R. B. LOWERY,
"*Captain, United States Navy.*
"THOMAS A. SCHOCK,
"*Chief Engineer, United States Navy.*
"CHARLES HASTINGS,
"*Civil Engineer, United States Navy.*"

Q. Did you ever pay taxes on this machine in the city of Boston?—A. The president of the company that built the machine will be more competent to answer that question than myself.

Q. You mean the company you employed to build the machine?—A. I was one of an organized company who built it. The president of that company, Mr. C. A. Browne, can tell you.

Q. How much did you receive for that machine?—A. I cannot separate the machine from the buildings, because the contract comprised the building, steam-stoves, saws, tools, &c.

Q. Were they all delivered to the Government?—A. Yes, sir.

Q. How much did you receive for all?—A. The company received $160,000; that comprised the building, machines, tramway, and all connected with it.

Q. Was there any other constructor at the navy-yard while you were building this ship than Webb?—A. Mr. Hitchbourn was assistant constructor, and a part of the time acted as constructor.

Q. Did you have any trouble with any constructor except Webb?—A. No, sir; I had no ier trouble with him on this than that I had to appeal from his decisions. When I first nt there he even objected to letting the men have a bucket to get some drinking-water with.

Q. According to your experience, what is the capacity of naval constructors in so far as signing vessels is concerned, taking them altogether?—A. Naval constructors don't have y practical knowledge outside of the Navy; they don't have experience like those who ild merchant-vessels. The private constructor has all kinds of vessels to build, and it is his interest to build economically and well, for if he don't he won't get work. A man ill build seven to nine ships in one yard in a year, while in the Navy a constructor builds ne or two in a life-time; the late war is an exception to the rule. Their experience in navy-ards is in repairing vessels. Another mistake is retiring naval constructors at sixty-two. am sixty-six, and the man I served my time with is yet living. Ship-builders are remark-ible for their longevity.

Q. According to your best judgment, could the work be done more reasonably by contract outside the yard than by the Government itself?—A. Yes, sir.

Q. Can't you always get more labor from your men than the Government can?—A. Yes, sir.

Q. Is it economical on the part of the Government to purchase this live oak in great quantities before it is wanted?—A. No, sir.

Q. Don't you think that that has been done extensively?—A. I do. Live oak is not a timber that will bear exposure to the sun. It must be kept in the shade and seasoned gradually. If it is not entirely covered with water the frost gets into the heart-canal at the northern navy-yards, and it splits badly. In getting spars for this same ship Enterprise, fifteen spars were rejected on that account.

Q. Does your son do any business for the Navy Department?—A. No, sir; my son is my clerk.

Q. Do you know why there is such a vast accumulation of live oak?—A. Only this, that all the live oak was consumed during the war.

Q. Is there any danger of there being an exhaustion of the supply of live oak?—A. I am not able to answer that; there is a large quantity being cut and carried away. There are some dozen or twenty different kinds of timber adapted to ship-building.

Q. Did you publish a Nautical Magazine some years ago?—A. Yes, sir. My first work on ship-building was written in 1850; in 1854 I published the Ship-Builders' Manual, and in 1855 and 1856 I published the Nautical Magazine. Now I am publishing the Progressive Ship-Builder.

Q. State how the vessels of our Navy compare with those of Great Britain, so far as speed is concerned.—A. We have only one in our Navy which is a match for the best vessels in the English navy: that is the Florida.

Q. How many knots an hour can she make?—A. I think 16.

Q. What is the average speed of our vessels?—A. The average speed before the war was 8.40 knots, and the average speed since has been 8.31.

Q. How would you remedy this?—A. The secret of fast vessels is light draught. Although the British navy have some fast vessels, they keep loading on the iron, and consequently the British navy is not what it ought to be, or what the English nation think it is.

Q. Do you know anything about the Wiard boiler-attachment?—A. The compound boiler and engine is a high-pressure condensing engine. The principle is old. It has too much weight—too heavy. I think the vertical engine is better than the horizontal, but when you insist upon having the machinery below the water-line you cannot expect a high rate of speed. In regard to the timber-bending machine, I will say that my foreman would bend sixteen knees in eight hours, two knees at a time, and he didn't think that anything like its capacity. The man they have now in charge of it is partially deaf, and as you have to guide the machine in some measure by sound, of course he cannot operate it successfully.

Q. Don't naval constructors, under the system now in vogue, have great facilities for colluding with contractors?—A. I do not know; there are certainly chances for it.

Q. Have you ever known of any case where they did so?—A. No, sir.

Q. Have you ever heard any statements to that effect?—A. Only rumors.

Q. Tell me any rumors.—A. I heard Mr. Varney's statement in connection with Mr. Hartt.

Q. Have you ever heard any other?—A. There is a great deal in keeping the accounts between one bureau and another. Each bureau has its own plans for its part of the ship, and consequently a great deal of confusion arises.

Q. Have you ever known of any corruption in the Navy?—A. Not of my own knowledge.

Q. Have you known of anybody to assert of their own knowledge they knew of any?—A. I have heard a great deal said, but know of nothing myself.

WASHINGTON, D. C., *February* 29, 1876.

JOHN W. GRIFFITHS recalled.

By the CHAIRMAN:

Question. You have been sworn already in this matter?—A. I was, by Mr. Willis, a few nights ago.

Q. How came you to appear before Mr. Willis as a witness?—A. Some of my friends, Mr. Gibbons for one, wrote me in regard to a newspaper-article that appeared derogatory to my character.

Q. Did anybody else inform you?—A. No, sir—yes; one of my sons sent me an article cut out of the newspaper. Perhaps I had better explain why I did not myself see it. My eyes have been overtaxed for the last few months, and an oculist told me I must stop and give them a rest, and I have not read the papers.

Q. You had no communication with Mr. Hanscom in regard to it?—A. No, sir.

Q. You came voluntarily as a witness?—A. I did. I was urged to come by my friends.

Q. You sold a bending-machine to the Government, did you not?—A. Yes, sir.

Q. At what price?—A. The whole work was $160,000.

Q. Who were your partners in that?—A. I represented a company.

Q. Who were the members of that company?—A. The president was Charles Allen Brown.

Q. Do you remember the stockholders?—A. There was a number. I was one stockholder in it; I owned an eighth of it.

Q. Putting it directly to you, I ask you if any one connected with the naval service was in any way connected with that company?—A. No, sir.

Q. Was Mr. William L. Hanscom?—A. No, sir.

Q. Prior to your sale of that bending-machine to the Government. had you not failed?—A. No, sir.

Q. Did you pay, or give, any commission or fee, or anything of value, or promise any fee, commission, or anything of value, to any person to effect that sale to the Government?—A. No, sir.

Q. Did you pay or give anything to any one, or have it done afterward, after the sale of it?—A. No, sir.

Q. Do you know anything of a charge made against William or Isaiah Hanscom for receiving $5,000, or any other sum of money, in connection with the public service?—A. I have heard rumors that they received money, but I do not know anything of the kind; I know nothing, of myself, at all.

Q. Did not a son of yours make such a charge against them?—A. I understood he did, out of spite against Mr. Browne, who had discharged him. It grew out of the fact of a little patent that he took out on that machine just before the last payment was made. He withheld that patent, knowing that the company could not receive the last payment unless that patent was signed. He held that as a threat over the company, that he would have what money he wanted.

Q. Mr. Browne, of whom you speak, is the president of the Bending- Machine Company?—A. Yes, sir.

Q. Had not that company failed or become bankrupt before you sold that machine?—A. No, sir.

Q. I ask you if any member of Congress in either branch was a member of that company?—A. No, sir; there has since. Mr. Williams has since been elected a member, but that was long after the machine was built, and a ship built upon it.

Q. I had reference to the time of the sale to the Government.—A. No, sir.

Q. Explain the threat to its full extent made by your son against Mr. Browne.—A. Well, that he would have a sum for his services commensurate with his duties. He thought that he ought to have more than his salary. His salary I do not remember now. It seems to me it was a hundred dollars a month, or something like that. He thought he was entitled to more.

Q. Now, didn't he make that threat having in his possession correspondence upon the part of Mr. William L. Hanscom and Mr. Isaiah Hanscom?—A. He had no correspondence to my knowledge. I think not. It was a disposition on his part to extort extra pay, to which he was not entitled. He got that patent out without my knowledge. I did not know it until he showed it to me.

Q. He got his pay, did he?—A. He got his pay right along—yes, sir; but he thought he ought to have more, and used this means to get it.

Q. I mean he got what you say he extorted?—A. Yes, sir; he got it; I think it was $4,000 from Mr. Browne before he would assign that patent, knowing that they could not get their last payment until he made that assignment.

Q. Was your son at that time a partner with you, or interested in it?—A. No, sir,

Q. Has he since been a partner of yours?—A. No, sir; not since he was discharged. I took another son in company with me.

Q. Has he not since been employed by you?—A. No, sir.

Q. Has he not since had a contract with the Navy Department?—A. No, sir; not to my knowledge. As I told you, when Mr. Browne discharged him, I let him go, and took another son.

Q. What is the name of that son?—A. O. W. Griffiths.

Q. That made a change?—A. Yes, sir.

Q. Where is he now?—A. In Williamsburgh, I think.

Q. What has been the extent of your dealings with the Bureau of Construction since the

year 1869?—A. The date that machinery was received and the payment made, I cannot tell you from memory. If you have got the date there and know it, I can refer to that. If that is the date you refer to, I can tell you.

Q. That was your first transaction with the Bureau of Construction since 1869?—A. I think so; yes, sir.

Q. Have you had any other transaction?—A. No other transaction than the contract for this ship, the Enterprise.

Q. The building of the Enterprise?—A. Yes, sir.

Q. You were at Portsmouth upon the 23d day of August, at the time Mr. Hanscom advertised that he would be there to meet bidders, were you not?—A. I think so; he invited ship-builders to come and look at the facilities of the yard for building vessels prior to their making any contracts.

Q. Had you seen Mr. Hanscom prior to that date?—A. It strikes me I had.

Q. Had you seen him in the city of Boston, at a hotel there?—A. Yes, sir; I will show you the document he made out; it is in evidence there—you have got it in evidence. The advertisement led me to conclude it was for the whole ship he designed to contract, and when I asked him at that interview if I was correct in regard to that, he stated no; that he did not design to contract for the whole ship, to complete it, but that much of it. That is his own handwriting.

(The witness exhibits the paper.)

Q. You state that the copy that you have made of the memorandum of work to be done upon the Enterprise, furnished to you by Mr. Hanscom in his own handwriting, was done at Boston?—A. No, sir; I do not state so.

Q. Where was it done?—A. I state that that was done in Boston, but that was the amount of work that bidders were expected to bid on. A man must know what he is going to bid for before he bids. The advertisement was different to it, and I wanted a fair explanation, and he gave me that.

By Mr. MILLS:

Q. Why should he give a letter separate from the proposals advertised?—A. That, gentlemen, was given in explanation of what the amount of work was which was advertised to be done

(The memorandum presented by the witness is as follows: "Work to be done by the job: ship to be put in frame; planking inside and out, from keel to rail; ports trunned: rail put on; channels and chains, air-ports, deck-lights, ventilating, chain-pipes, scuppers, magazine scuttles complete; decks, including beams, ledges, carlines, combings, stanchions, deck-planking, complete; lockers, magazines, hatches, gratings, store-room in the hold, rails, main hammock and fife, hammock stanchions; poop-deck in forecastle, forecastle-deck complete, with the iron-work for the same.")

By the CHAIRMAN:

Q. That is in the handwriting of Mr. Hanscom?—A. Yes, sir.

Q. At what place was it furnished to you?—A. The Revere House, in Boston.

Q. Prior to the day at which bidders met?—A. O, yes, sir; I do not know but weeks beforehand—immediately after the announcement was made in the papers, or the advertisement.

Q. I ask you if you did not meet Mr. Hanscom at the Revere House, in Boston, when he was on the way to the Kittery navy-yard.—A. No, sir.

Q. Did you travel with him from Boston to Portsmouth?—A. No, sir; I understood that he was to be in Boston, and understanding that he was to stop at the Revere House. I went there and saw him. He had business with other men at the time.

Q. I ask you if, upon the day he went to Kittery, the 23d day of August, to meet bidders or contractors, mechanics, &c., you did not meet him at Boston while he was on his way to that meeting?—A. No, sir; I was there before.

Q. You saw him, did you?—A. I saw him. I saw him in Boston, and I saw him in the Kittery yard, as other men saw him at the same time.

Q. Did you have any conversation with him in regard to this Enterprise, the building of it at that time?—A. Nothing beyond the facilities—the house she was to be built in, and the facilities of the yard, to look at them; to see what they were. I was not familiar with the tools of the yard, nor were any of the bidders, unless some that lived there were.

Q. I ask you if it was not understood between you and Mr. Hanscom at that time that you were to get the building of the Enterprise?—A. No, sir; emphatically, no, sir.

Q. Have you not so stated?—A. No, sir; I have not.

Q. Upon the 23d of August, 1873——A. I take it for granted you have got the date; I do not know anything about it. My memory is not good on dates.

Q. It is the time that Mr. Carmichael, and yourself, and Mr. Hanscom, and others were at the Kittery yard.—A. I was not at the Kittery yard when Mr. Carmichael was there.

Q. You were there, however, at the time Mr. Hanscom was?—A. Yes, sir; and the Secretary. They staid several days; I do not know that they were there twice, but they were in that vicinity a day or two, I think.

Q. Did you make a proposition on that day?—A. No, sir.

Q. How long after that was it before you made it?—A. My proposals were not made until the day on which they were to be opened. They were then handed in to the bureau on the day—perhaps within an hour of the time of opening.

Q. When Mr. Hanscom returned from the Kittery navy-yard, did you meet him in Boston?—A. I think not, but I will not be positive.

Q. At the Quincy House?—A. No, sir.

Q. Are you positive that you did not see him upon his return?—A. Yes, sir.

Q. Did you see him between the 23d day of August, 1873, that being the day when he exhibited the model, drawing, and specifications to bidders at Kittery, and the day the contract was let?—A. No, sir; not until the time I put my bid in.

Q. You had no conversation or communication with him?—A. No, sir.

Q. Did you tell the constructor or the assistant constructor at the Kittery navy-yard that you had met Mr. Hanscom, and that you knew you were going to get the contract?—A. No, sir; Mr. Webb, the constructor, went through the yard to show us the facilities of the yard, I think; whether Mr. Hanscom was with him I do not know, but he was detailed by the chief to go and show us the facilities of the yard, the blacksmith-shop, the saws, and the house. The chief was also in the house to show what a fine house there was, the Franklin ship-house. The two vessels were to be entirely distinct from each other, and had separate places in the yard. It was then suggested to Mr. Webb that he saw out the frames, and pile up the frames in each house so that there could be a fair start together, whoever got it.

Q. You said that you did not say to either the constructor or the assistant constructor at the Kittery navy-yard that you knew before the contract was made that you were going to get it?—A. No, sir; nor no living man. That is a base slander, whoever said it, like the rest of the Varney statement.

Q. You entered into a written contract upon the acceptance of your proposal, did you not?—A. The contract was made on this basis, as I suppose.

Q. You entered into a written contract?—A. I did.

Q. You gave surety for its faithful performance?—A. I did.

Q. After it was made, has there been any alteration made therein?—A. No, sir; not to my knowledge. Yes; there has been where it conflicts. In almost every Government vessel, when plans conflict, one or the other must give way. The plans seldom harmonize.

Q. Plans of whom?—A. Plans of different bureaus. A plan comes from an equipment bureau, and another from a construction bureau, and if they do not harmonize with each other, one or the other must give way; there must be a change.

Q. At the time you made your proposal, were not the model, the drawings, and the specifications of the vessel submitted to you?—A. I never had seen the model, I think, until after the ship was half done. I saw no model at the time, only the drawing and specification. The drawing was a part of the contract. With the drawing I had nothing to do. I did not lay the ship down. The molds were furnished and the timber-frame all sawed out. With the draught of the ship I had nothing to do.

Q. To what extent had those alterations been made?—A. Well, without referring to my papers, I could not tell you. I did not agree to make alterations.

Q. Have you made more than one contract in regard to this Enterprise?—A. Yes, sir.

Q. How many?—A. I made a contract to launch her. After she had been accepted on the stocks she was afloat; she was off my hands; they accepted her then.

Q. What sum of money was paid, or agreed to be paid, to you for launching her?—A. $2,000.

Q. Have you received that?—A. I have.

Q. Have you received any extra pay or compensation?—A. Yes, sir.

Q. What amount?—A. $4,000.

Q. What was that for?—A. For detention, delay.

Q. No other items?—A. That is not the full amount; the balance is to be adjudicated by referees.

Q. I mean, what items entered into this extra pay?—A. Well, in the first place, the materials were to be furnished as required. I had eight months to build that vessel in. I was on time. The materials were to be furnished as I required, and the facilities of the yard. When I came to want fillings, I was delayed there. When I came to require plank, the plank was inferior. Vessels are always planked by subcontract. It is a kind of work you cannot well do by the day, to do it with facilities and all. In private yards planking is done by the day, because, if you have a heated plank in the steam-box, and the bell rings too quick, you do not leave that plank there; you work it, and therefore it is "give and take;" and such jobs are done by contract. Now, the plank was inferior, and my contractor threw up his contract. Sometimes three planks out of four would be condemned. I could not put anything but first-class plank in. I could make them first class with a great deal of work. A piece must be cut out of this edge and that edge, and knot-holes would have to be plugged up. It required extra work. He threw his contract up, and I had to wait for plank. Then, when I came to plank, as far as the plank went on, it was necessary to fasten them. The fastening of war-vessels is square, and the copper in the bot-

carry it myself, I took that course. There would be no rule fixed for that at all, because when they had the teams employed, or when they were using a saw or plane, I waited until they got through.

Q. Had not you commenced the building of the Enterprise from twenty to thirty or forty days before the constructor commenced the building of the vessel that Mr. Webb was engaged in building?—A. No, sir; the keel was going out and put together alongside of the platers' shop when I first commenced, and the timber was being sawed in the ship-house.

Q. When you commenced work upon the Enterprise, was not Mr. Webb working upon the Marion?—A. Yes, sir; at the same time.

Q. Did not you have the advantage in the selection of the house, in getting the first open house, the Marion being in the other? Did not you have the advantage of some twenty or thirty days?—A. Well, I do not so understand it, for the reason that the Franklin ship-house is near the extreme end of the yard, and the blacksmith's shop and the usual facilities around there were nearer the ship-house in which he built his ship. The conveyance was farther. From the platers' shop we were about an equal distance, I should judge.

Q. Are you able to state how much you have received from the Government for the building of the Enterprise?—A. Yes, sir. I received $46,200; that was the amount of my contract. I received that fortnightly, as it was advanced. Every fortnight I would show the constructor the extent of my pay-roll and ask a payment of that amount. Of course he kept some back all the while; paid me what he pleased, and in that way I received the payment of the first contract; for the launching I received that $2,000 in one payment. The contract, that is now nearly completed, for the spars was $6,500. There I did all the work, iron-work and all, painting all the spar-maker's work, the plater's work, the iron-work, the blacksmith's work, and the platers' shop at the same time, which is the finishing—the painting. I do not think there is anything more in that contract.

Q. That is, you received $46,200, and $2,000 for launching?—A. Yes, sir.

Q. And $4,000 on account of extras?—A. Yes, sir; not extras—$4,000 for delays, violations of contract. The contract on the spars cannot be completed until the spars are in and the holes cut. The paint is put on when they are in the shop, and then they received two coats. I think within a day or two, and I do not know but to-day, that contract is completed. It should have been done by the middle of this week.

Q. That contract was $6,500?—A. That was $6,500.

Q. With your further claim of $1,926?—A. Yes, sir.

Q. Was there any contract between the time the ship was launched and the time the spars were done?—A. No, sir. I have been waiting for the iron-work, and we took another contract to do all the carpentering work in the bureau of construction.

Q. On this sloop of war?—A. On this sloop of war; the carpenters, the joiners, the calkers—it was to be caulked you know—coppering, painting, puttying, the cabin work and furniture, and I think the plumbers; that contract was $25,000, the Government doing the blacksmith-work. The shops were engaged for other vessels and there were no shops. On that contract there is $10,000 yet held by the Government.

Q. In the second contract and the third contract that you made with the Government, I ask you if there was any advertisement or public proposal made of these contracts—I mean the second and third?—A. No, sir.

Q. You made them, so to speak, privately with the head of the bureau?—A. I made them in competition with the constructor. He made his estimate of what that work could be done for by the day, and my estimate was some several hundred dollars below his. The gentlemen will see in a moment the impropriety of advertising for bids for one man to come and finish another man's job. The ship was done, ready to launch. A war-vessel is only about half done when she is ready to launch, and then launched; that was the end and completion. Then if you bring another man to finish another man's work under an advertisement of that kind, you see what confusion it would make. Hence it was necessary to get a constructor to estimate for the amount of work that was required. He took the best lights he had—his assistants all over the yard in each department—and he sent his estimates to Washington. I asked if I could be permitted to bid on that work. Yes, I might; and I did so.

Q. Had you seen the estimates made by the constructor before that?—A. No, sir.

Q. The sloop Essex was built at the same time with the Enterprise?—A. Yes, sir.

Q. The Essex was built by the Government in the yard?—A. Yes, sir.

Q. Up to the time of launching?—A. Yes, sir.

Q. Then she was towed out of Boston to Donald McKay to finish?—A. Yes, sir.

Q. Why would there not have been just as much propriety in the Government finishing it after you built it as there was in its being finished by McKay after the Government built it?—A. That is not a question for me to decide.

Q. That was the only competition you spoke about—the constructor's estimates in regard to your second and third contract? A. I do not know what object he had, but I understood there was an estimate from the constructor of the yard.

Q. Your proposal, as I understood you, for the first contract, was made upon that memorandum or explanation furnished to you by Mr. Hanscom?—A. No, sir. My estimate was made on that; yes, sir; my proposals were in consonance with that, and presented on the day at which the bids were to be opened. No one knew what was in them but myself; my son might have known.

Q. It is only a mere matter of adjustment?—A. No measure of damages; it is only a simple agreement.

Q. Then you stated that one of the contracts contained an express clause that the Government should not pay for any time.—A. Yes: that is, this last contract.

Q. Have you preferred any claim on account of that delay?—A. I have not preferred any claim at all; the job is not done and I do not know what delay that will have caused. I have waited, as I told you, about eight months, and only a man or two at work on the ships, and now I am working two or three men making the furniture; but it is no kind of consideration to have two or three men. It requires no more time for me to work forty or fifty men than to work two or three; it requires my time and my son's time.

Q. Have you ever known of any corruption in the Navy?—A. Not of my own knowledge.

Q. Have you known anybody to assert of his own knowledge that he knew of any?—A. Yes.

Q. I read from an answer that you gave the other day: "I have heard a great deal, but I know nothing myself." Have you known anybody to assert of his own knowledge that he knew of any corruption—that is, do you know of parties making this assertion?—A. I say no; I have heard rumors.

Q. You admit that you know of the names of certain persons who have asserted that they had knowledge of the existence of corruption in the Navy Department. Now I will ask you to state the names of such persons who have asserted that they had such knowledge.—A. I am not sure but I have heard my foreman say that things were not right.

Q. What is the name of your foreman?—A. My foreman is dead, as I stated. His name was James N. Hallenbeck.

Q. Who was his immediate successor as foreman?—A. That ended the contract and finished the job; the vessel was finished some months before he died.

Q. Where did he live?—A. He lived part of the time in New York. His father was in New Jersey, some where about Red Hook.

Q. Do you know the name of any other parties?—A. I know of no other parties that know of their own knowledge.

Q. Have you heard anybody say that there was corruption in the Navy Department?—A. Well, if you consider this corruption, to employ mechanics or men in the yard because of their political qualifications rather than their mechanical qualifications, I do; I have so heard; if that is not corruption, I do not know. I paid no attention to other people's business. I had as much as I could do to attend to my own.

Q. Is that the only name you can mention?—A. That is all I now call to mind.

Q. What particular instance of corruption did your foreman mention to you?—A. Why—men that were incompetent and were not doing the thing right; that they were not competent to do what they were engaged to do. Men, for instance, operating in two departments—

Q. What do you mean by that? That they were on two pay-rolls at the same time?—A—Working in two departments; I do not know whether he meant that or not.

Q. What do you mean by that?—A. I drew no inference from it. I have heard him speak of these rumors.

Q. What would that necessarily mean?—A. I do not know; I should think it was not honest between man and man.

Q. Do you not think it meant that they were drawing pay in two places at the same time?—A. Yes; it seemed to me so.

Q. Have you had personal observation that such was the fact?—A. I have not examined the pay-rolls or muster-rolls of the yard for many years. I do not know how that was.

By Mr. MILLS:

Q. Did you ever hear any persons say that they were drawing pay on two rolls?—A. No, sir; not directly; I never did. I have heard rumors to that effect, but nothing that I know of.

Q. Did you ever hear any person named as doing that? Did you hear this gentleman, or his companion, name certain persons as drawing pay on two rolls?—A. I cannot identify any person.

Q. Do you remember any person who made the remark that incompetent persons were employed on account of their political motives?—A. I have heard that said.

Q. By whom have you heard it said?—A. I cannot identify any particular man.

Q. In what bureau was that alleged to have taken place?—A. It strikes me it was in several bureaus. You see I am doing work for equipment as well as construction. They must come together. Therefore I come in contact with both, although my contract is under one bureau.

Q. Do you know of any officer of the Federal Government who has assisted in having those incompetent persons employed on political grounds?—A. No, sir; I cannot say; I do not know. You doubtless think my position is peculiar in that respect, and I am peculiar. I had as much as I could do to attend to my own affairs. I never attended to anybody else's. These things came to me.

By Mr. DANFORD:

Q. Where is that newspaper article to which your attention was called?—A. I never have seen it. The pieces were cut out and sent to me.

Q. Where are the pieces; have you got them?—A. Not with me; they may be at the hotel. It was in the Tribune. This letter of Mr. Gibbon's, I think, inclosed one of them.

Q. Can you refer to these articles so that we can get them?—A. I think possibly I can give the dates, so that you can get the papers.

Q. Will you produce those articles and let the committee have them?—A. I will if I have them. They may be at my house in Brooklyn, or among the papers at the hotel.

Q. In making your bid upon the Enterprise, what advantage over those who had no other opportunities than the advertisement, did you derive from the memorandum made by Mr. Hanscom, a copy of which you have given us?—A. I don't know but they had the same. If they asked the chief for an explanation they got it.

Q. Suppose they did not have the same?—A. If they did not have that explanation, there was only $525 between the bids, and they must have calculated pretty closely.

Q. What did you understand to be the difference between the advertisement and the memorandum?—A. The advertisement, as I understood it, contemplated finishing the ship.

Q. That is the way you understood the advertisement?—A. That is the way I first understood it, until it was explained.

Q. You did not so understand the memorandum?—A. After I received the memorandum I did not so understand it, and bid accordingly.

Q. If you had been bidding upon your understanding of the advertisement, you would have made your bid much larger, of course, than you did make it?—A. I would have bid for the whole ship; my specifications would have covered the whole thing, and that would have ended it. Then, doubtless, there would have been another advertisement, if the bidder did not understand the proposal.

Q. Do you know whether other bidders upon this ship were directed in making their bids alone by the advertisement, or whether they had the same memorandum that you had?—A. I take it for granted, although I have never heard any one say so, that the parties who were invited to come down to Kittery yard to see received all the explanation they required. The chief of the bureau was there several days.

Q. Have you any knowledge that they got all the information that you had?—A. I have no reason to doubt it.

Q. That is all that is contained in this memorandum?—A. I have no reason to doubt it.

By the CHAIRMAN:

Q. Do you mean to assert it as a fact, or is it an expression of opinion on your part?—A. I have no definite knowledge in regard to it. I only say this, that the Secretary of the Navy and the chief of the bureau announced a notice to the bidders to be at that yard at that time to hear explanations. One of those days I was there, and I understood that Mr. Carmichael was there the next day.

By Mr. DANFORD:

Q. Were there other bidders present on the day you were there?—A. We bidders were there who lived in the immediate vicinity.

Q. Did they have the same opportunities that you had to hear the explanation?—A. They had the same opportunities that I had.

Q. You make contracts for building private ships?—A. Yes, sir.

Q. I will ask you whether the building of a ship in a private contract does not include putting the vessel in the water?—A. No, sir; not unless you agree to build a ship to completion. Otherwise it does not.

By Mr BURLEIGH:

Q. Does not the contract to build the hull and spars of a ship include putting her in the water?—A. Yes, sir.

Q. What have the spars to do with the launching of her?—A. That is quite another question. When you propose to launch a ship you have got to test her to determine whether she is tight. You cannot do that until she is overboard.

Q. You could not test your work until she was in the water?—A. She was watered like other ships.

Q. She was watered at the Government expense and not yours?—A. I had the facilities of the engines, hose, &c., of the yard. My own men attended to it.

By Mr. MILLS:

Q. In building ships for private individuals did you ever make extra charge for launching one that you remember?—A. No, sir; when I built the Pawnee, I built her by the day, and I completed her. I built her for the Government in the Government yard at Philadelphia.

Q. How many other vessels built for the Government have you made a charge for launching?—A. I never built a vessel under circumstances like this before. It was an experiment whether the work could be done by contract in the navy-yard. This is the only one, perhaps, that ever was built so.

By Mr. WILLIS:

Q. Were you advised by any one that your attendance was required here as a witness?—A. No, sir; my promptings came from Mr. Gibbons.

Q. Do you know whether that gentleman received any intimation that your attendance here would be desirable?—A. I do not know.

By the CHAIRMAN:

Q. Did you read or show a memorandum furnished you by Mr. Hanscom to any other contractor? If so, to whom did you show it?—A. No, sir; at least I do not call to mind any. Let me distinguish. There was an advertisement for a vessel to be built outside of the navy-yard. You do not connect these two at all, do you?

Q. No, sir.—A. Then I say no.

Q. After the election of Mr. Williams as a member of the Bending-Machine Company was there any vessel built on timber bent for her by this machine?—A. No, sir; the ship was built, but the Government knew nothing about it until their attention was called. Commodore Rodgers, of the Boston yard, directed Mr. Hanscom to see to the ship, the bending of the timber.

Q. What was the name of that ship?—A. The New Era

Q. Were the timbers of any other ship ever bent by that machine?—A. Yes, sir; the Pawnee had as many bent for her as I could get bent in 1864.

Q. Any after the Era?—A. Yes; the knees put in the Vandalia, now in Hampton Roads, were bent timber. The plank around her stern were bent on that machine.

Q. I ask you if Mr. Williams has not declared within your knowledge that he did not want to see either the Government or any individual build a vessel out of timber bent by that machine?—A. I do not know what Mr. Williams has stated. He never stated that to me. I do not know what he stated. I cannot answer for him.

By Mr. DANFORD:

Q. Mr. Williams is a merchant in Boston, isn't he?—A. Yes, sir; formerly a member of Congress.

By the CHAIRMAN:

Q. To whom did the New Era belong?—A. She belonged to Charles L. Browne, William T. Glidden, and William D. Ross. The performance of that ship can be got at any time you want it.

Q. Did Mr. Williams have any interest in the New Era?—A. I do not know; I think he did. Glidden and Thomas owned a part of her.

Q. Do you know, or have you any reliable information, of any gift or fee or commission being paid to any one, in reference to any contract to be made, or contract already made?—A. To an officer of the Government, no, sir.

Q. You have not information upon that subject that you could give the committee?—A. I have not. I have here a paper which I desire to have made a matter of record before the commitee. It is as follows:

"DEAR SIR: I am so well pleased with the work done by you, in building the Enterprise for the United States Government, that I cannot refrain from informing you that nothing else could have been expected of one so well known and whose reputation stands so high as a naval constructor and ship-builder.

"Your past history and ability have been before this country through your published works on ship-building and the many vessels of your design and construction, which renders it unnecessary for me to speak more particularly of your superior qualifications; and should any question arise relative thereto, which could tend to affect your standing abroad, you are at liberty to refer to this Department for information or for its recommendation.

"Very respectfully, &c.,

"I. HANSCOM,
"*Chief of Bureau.*

"Mr. JOHN W. GRIFFITHS,
"*Portsmouth, N. H.*"

This arose from some scurrilous articles in the papers coming from Portsmouth, or its vicinity.

By Mr. MILLS:

Q. Have you got any of those articles?—A. No, sir; I have not. I did not keep them. But my instructions to my foreman were to do the work a little better than the ordinary

al work, because contract-work was under a cloud, and it would not pass as of equal ality unless done a little better.

Q. What was the purport of the articles which called out that letter—what did they rge?—A. Well, that the ship was built on the old Enterprise bottom, and the work, the terials, &c., were bad, and the seams had lath in them, instead of being properly calked. at is my memory. I cannot give it to you exactly.

Q. Was there no name signed to it?—A. No, sir; no name. It was in the New York Sun. it it could be traced; its whole character seemed to me to justify one in thinking that it me from that yard.

Q. You are not a practical shipwright, are you?—A. I went as an apprentice to Stephen awrence, New York City, the 1st of March, 1823, and served my time with him.

WASHINGTON, *March* 2, 1876.

THOMAS E. WEBB sworn and examined, as follows:

I am naval constructor at the Washington navy-yard at present. Six years ago I was in the Norfolk navy-yard as naval constructor; since which time I have been stationed for three years and three months at the Kittery navy-yard. I was then on special duty at Rio de Janeiro four months and twelve days. I was then on waiting-orders for about one month, and finally was ordered to where I am now stationed.

By the CHAIRMAN:

Question. During the time that you were stationed at Kittery, were the two vessels of the eight sloops of war authorized by an act of Congress, known as the Essex and the Enterprise, being built?—Answer. Yes, sir; they were.

Q. Is either of those vessels completed?—A. No, sir.

Q. Until completed how can you well ascertain the cost of either of them? Can you do it at all?—A. Yes, sir; the cost can be ascertained up to any day, but a computation has to be by a regular survey.

Q. I mean can the entire actual cost be ascertained until the vessel is completed?—A. No, sir. What I meant to say was that the cost of either one of those vessels up to that date could be ascertained; but the cost as it will be when finally completed cannot be ascertained except by estimate.

Q. Which one of these vessels was built by the Government and which by the contractor?—A. The Enterprise by the contractor. The Essex by the Government. The name of the contractor was John W. Griffiths.

Q. Were you appointed superintendent of the construction of the Enterprise, or designated to any such duty?—A. I was designated by the commandant of the station, under whose order I acted, to act as inspector on that ship; and at a subsequent period was authorized by him to associate Mr. Philip Hitchman with myself as inspector.

Q. In the performance of your duty, state whether you were or were not furnished with copy of the contract made by Mr. Griffiths.—A. I was furnished with the contract, specification, and drawings.

Q. Have you a copy of that contract now that you could furnish the committee?—A. I have the contract by which I was guided while superintending her in my possession. (Produces it.)

Q. This paper which you furnish the committee, which is marked "Exhibit T. E. W." you state is a copy of that contract?—A. It is.

Q. Did the contractor complete his contract in accordance with the terms therein and the specifications and drawings which were furnished you?—A. In my opinion he has not.

Q. Have you the specifications?—A. I have, sir.

(Witness produces copies of the specifications, which are marked "Exhibit T. E. W., No. 2.")

Q. Were you not at the Kittery yard at the time the Enterprise was launched?—A. I was at the Kittery navy-yard at the time she was launched, but was not the naval constructor of the yard, having been relieved on June 13. She was launched June 23. She was about ready for launching at the time I was relieved.

Q. I observe in the copy of the contract which you have furnished me that, as a part of the undertaking of the contractor, he was to do all practicable galvanizing of wrought and cast iron, and all other work necessary for the completion of the hull of the aforesaid vessel, excepting blacksmith work, which is not included in this contract.—A. That is the way I read it.

Q. Your construction of these words was that he was to do everything that was necessary to the completion of the hull of the Enterprise, excepting blacksmith work?—A. Yes, sir.

Q. Did that contractor do that?—A. He did not.

Q. I observe, also, in the contract these words: "Under this contract, shall conform in

all respects with the specifications and drawings for the aforesaid vessel now in the Kittery yard, which are hereby made a part of this contract; that, in the performance of the work, the parties hereby contracting are to be governed thereby as truly as if the same were incorporated in this instrument; nor is the omission of any detail or object necessary to carrying into effect the letter and spirit of this agreement to be to the detriment of the United States." In reference to this clause, and to the work upon the vessel, had you any disagreement or controversy with the contractor in your construction of the terms of the contract?—A. I had.

Q. Were you sustained or not sustained by the commandant of the yard?—A. I was not sustained by the commandant of the yard, under whose orders I acted.

Q. His decision was in favor of the contractor?—A. It was.

Q. Do you know under whose orders he was acting?—A. He was acting under the order of the Bureau of Construction and the Navy Department. That I believe; I did not see his orders.

Q. The records at Kittery will show how that is, will they not?—A. They will, in part.

Q. Can you form any estimate as to the amount of work to be done on the hull to complete it, except the blacksmith work, which ought to have been done, in your opinion, and which was not done, by the contractor?—A. I could not, unless I went into a calculation to form such an estimate.

Q. If the contractor had completed his contract in accordance with the terms of his written agreement, and the specifications and drawings which were made a part of it, how much would the Government have made?—A. As an approximation, I should say in the neighborhood of $15,000. They certainly would have made that, because they paid the money and did not get the labor.

Q. Do you know whether it is a fact that money was paid upon Mr. Griffiths's first contract for labor never performed by him, and without the usual certificate from the superintendent?—A. I could not answer that question, for the reason that the final bills were not made by myself.

Q. Have you not information, and, if so, from whom derived, that the entire sum agreed to be paid for the building of the hull has been paid to Mr. Griffiths?—A. I have that information. I derived it by looking at the books on file at the Kittery navy-yard.

Q. And no final survey or inspection of the vessel has been had?—A. I was so informed.

Q. State if you have any knowledge or information upon the subject of $4,000 being paid to Mr. Griffiths on account of alleged extra work, or anything of that kind?—A. I know that a bill for $4,000 was made at the Kittery navy-yard for alleged extra work, the triplicate of which is there on file.

Q. Was there any extra work done on the Enterprise?—A. There was.

Q. To what extent would you say?—A. [Referring to the record.] Of two of the changes made, one cost $18; $30 was allowed; for the second one, there was $35 allowed. An alteration in the boring of holes in the ship was brought about by the size of the metals furnished not being right. That alteration, in my opinion, cost less than $100, or I would not have been authorized or have undertaken to have allowed it.

Q. Do you know whether for any alleged alteration or extra work, any survey was had in order to determine its character and extent?—A. I never knew of any board of survey having been appointed.

Q. If any payment, then, was made to Mr. Griffiths in excess of $100, so far as your knowledge extends, it has been done without the approval of a board of survey?—A. So far as my knowledge extends, there being no board of survey, if it has been paid it has been paid without such authority.

Q. What interference or detention or hinderance was placed in the way of the contractor by any act of omission or commission upon the part of the contractors and other officers of the navy-yard at Kittery?—A. As to myself I know of none, and believe that there was none offered on the part of any others.

Q. You were there upon duty from the time her keel was laid until she was ready for launching, were you not?—A. I was.

Q. And you say that there was no interference or detention or hinderance in the construction of the Enterprise, and chargeable to any act of commission or omission on your part or on the part of those under you?—A. Not that I know of.

Q. Can you give the relative cost and condition of the Essex and the Enterprise at any given date?—A. In the reports made December 1, 1874, the cost of material on the Enterprise was $111,341.09; the labor was $34,694.94; amount paid contractor on his original contract, including reservation, $44,200. For launching, $2,000; for extras, $4,000; making a total of $198,236.03. That is the Enterprise. The Essex at the same date, material, was $87,413.02; labor, $91,673.77; total, $179,086.79.

Q. The Essex was launched at that date also, was she not?—A. Both had been launched.

Q. It would appear from the statement you have just submitted that the cost of the Enterprise at that date was more to the Government than the cost of the Essex?—A. Yes, sir; by $19,149.24.

Q. From and after that time the Essex passed into the hands of a contractor, Mr. McKay,

parently the vessel built by the Government, the Essex, has cost more than that the contractor. If there exists any reason why this should be a fact, will you state n?—A. The only reason I could give would be that probably men are employed that were either not required or not qualified for the work, or that the excess in was paid for the balance of the work necessary to complete her.

e principal item of cost in the construction of a vessel is labor, is it not?—A. Yes,

d if that labor is unnecessary or unskilled, it adds materially to the cost?—A. It

the selection of the labor by the constructor, is he in chief control or does somebody for him?—A. Those that he selects he has to judge as to their qualifications, but a any men are employed by instructions from higher authority—the commandant of -yard.

en do you say that the commandant of the navy-yard selects the labor, or is he the somebody else?—A. I presume that he is the agent of a higher authority.

n't you know that to be the fact in some instances?—A. I do.

ate in what instances and the circumstances surrounding it.—A. Instances when een told verbally, and also in writing, to put certain men to work.

ate as a matter of fact if this interference on the part of the chief of the bureau does r pending elections in the States in which the navy-yards are located —A. It does, n at other times.

e amount of money that you can spend at a navy-yard is in the first place deter- ere in Washington?—A. Not at all times, as the commodore and the naval con- at the yard having in view the amount of work to be performed, will ask for a stip- mount.

it not set apart here in Washington?—A. That I have no knowledge of.

u are subordinate to the authorities here at Washington?—A. We are.

d you of yourselves cannot determine, without the sanction of the chief of the here, the quantity or extent of work that you may perform?—A. Not unless we w much money we will be allowed, and that is determined here.

the selection of that labor at any one of the yards at which you have been located, hin your knowledge that a contest of either political party has in any way inter- as to determine anything about their selection?—A. Not with me.

you know whether the fact exists?—A. I know the fact exists by information de- m the commandant of the station.

d you ever know of a meeting to occur in the office of the commandant of the navy- Kittery in which politicians of either New Hampshire or Maine were present?—A. I informed by Commodore Pennock that such was the case.

d you see a list that was furnished at that meeting?—A. I was furnished with a he commodore of the station, which was addressed to him by a committee.

at was a list of men to be taken on for work?—A. A list of men to be employed.

dn't it come to you in the first instance, and you refused to recognize any outside y?—A. It did.

dn't you demand that it should have the sanction of some other authority?—A. I ack to where it came from, with word that it must be addressed to the commanding

ward, by orders from superior authority, taken on again?—A. I do. I have in view one case of a man named Weekes, who was discharged, after investigation, for stealing. He was afterward ordered to be employed in my department.

Q. What position did he hold and what salary did he receive?—A. As near as my memory serves me, he was rated as a helper, and received $2.26 a day.

Q. When he was returned to the yard what salary did he receive?—A. The same.

Q. By whose order was he returned?—A. By the commandant's order to me; I took orders from nobody else.

Q. Have you any knowledge from whom the commandant received his order?—A. He informed me that he received it from the Department.

Q. The charges to which you refer, under which Weekes was discharged, are they a matter of record at the yard?—A. I think not.

Q. Was there any record of it made anywhere?—A. No record made. The charges were investigated by Captain English, in connection with Mr. Swayne, foreman machinist, and myself, witnesses being called in to prove them, and the accused finally admitting his guilt.

Q. Was no note or memorandum made on the pay-roll of the reason of his discharge?—A. I was led to believe that he was put on the black-list.

Q. That being the orders from the commandant that that man should never appear at the yard again for any purpose?—A. Unless ordered by the Department.

Q. You don't know who directly interfered in his case to have him returned?—A. I am led to believe that it was by a person who was said to be his brother-in-law, Comptroller Brodhead.

Q. Did you ever see the order of the commandant to take him on?—A. I think not; not that order.

Q. Did you see the order under which he was originally taken on?—A. I have that one. This is it:

"Com. Pennock will employ this man, at request of Comptroller. G. M. R."

(Indorsed on back:) "Wm. H. Weekes, of Greenland, N. H. Recommended by Comp. Brodhead."

Q. Do you know of any other instances?—A. I do. Marks. He was discharged because he was not a qualified mechanic. He was taken back by direction of Commodore Howell.

Q. Do you know of any higher authority interfering to have him restored?—A. I was informed verbally by Commodore Howell that he was ordered to do it by the Navy Department.

Q. Was he a skilled mechanic?—A. He was not.

Q. What was he?—A. I was led to believe that he was no mechanic of any kind.

Q. Did the order require you to rate him as a mechanic and give him that pay?—A. The final order gave him a rating, as near as my memory serves me.

Q. Was he competent to fill his rating?—A. He was not.

Q. Do you know any other instances?—A. I do. A man who was ordered in as a shipwright, and whom I questioned, and who in answer told me he was a shoemaker.

Q. What did you do with that man?—A. I set him to work in obedience to my orders.

Q. Had he never worked at shipwright work?—A. He had not.

Q. Nor carpentering?—A. He informed me that the only carpenter-work that he ever performed in his life was to help to put the roof on his boss's shop.

Q. Do you think he could pass as a carpenter?—A. He told me that he made application to go in the boat-shop to leather oars, and he was told that he would be put in the carpenter's department, and it did not make any difference.

Q. What eventually became of him?—A. He worked there until it became too hot for him, I suppose, and then requested to be discharged.

Q. Do you mean too hot in weather or too hot under the orders of his bosses?—A. The kind of work that it was necessary for me to give him to do made it too hot for him.

Q. In reference to launching the Enterprise, was there any advertisement made, or in any manner competition invited by the officers of the Navy Department or at the yard?—A. Never that I know of.

Q. I noticed that Mr. Griffiths was paid $2,000 to launch that vessel, and that under his contract or agreement certain material and other advantages were to be supplied by the Government. Looking to what the Government did supply and furnish to Mr. Griffiths to enable him to make the launch, how much additional would it have cost the Government to have launched it by the agencies and resources they had?—A. In my opinion, about $800.

Q. Then, in your opinion, the Government lost about $1,200 in making the contract with Mr. Griffiths?—A. It did.

Q. In the contract made by Mr. Griffiths to complete the vessel, (his proposal here before me shows it to be the sum of $25,000,) was there any advertisement or competition in any way invited for that?—A. None that ever I knew of.

Q. In his other contract for the spars, was there any competition in any way?—A. None that ever I knew of.

Q. Look at the paper which I hand to you, and marked "Exhibit T. E. W., No. 3." Isn't that the estimate submitted by the constructor then at the Kittery navy-yard for the things necessary to be done, and the cost thereof, to complete the Enterprise?—A. This is a copy of

Q. Didn't Mr. Griffiths tell either you or some person who informed you of it, and, if some other person, please state his name, that he knew he was going to get that contract?—A. No, sir; he neither told me nor was I ever so informed.

Q. Did you ever learn in any way that he had made any agreement or come to any understanding with Mr. Hanscom in reference to it?—A. Only through Mr. Griffiths. He told me that he had an understanding with Mr. Hanscom.

Q. An understanding of what kind?—A. That he should do the work differently from what I, the superintendent, said that he was bound to do it by the terms of the contract.

Q. Under what circumstances did he tell you that, and why was it necessary that he should tell you that?—A. Because I directed him to do certain work.

Q. The contract being your guide in making the direction?—A. In all cases.

Q. And he informed you that he had an understanding with Mr. Hanscom?—A. He so informed me.

Q. Did he exhibit to you or claim that he had a writing or a memorandum of any description from Mr. Hanscom?—A. He never did.

Q. Did he state to you where he had come to this understanding with Mr. Hanscom—in Boston or at any other place?—A. In Boston, at one of the public hotels.

Q. Did he state to you when he had come to this understanding with Mr. Hanscom, before or after the trip to Kittery?—A. Immediately after the trip to Kittery, at the time when they were consulting, when every body was supposed to be in the field.

Q. In your directions to him were you not constantly reminded by Mr. Griffiths of this understanding that he had with Mr. Hanscom?—A. I was reminded two or three different times.

Q. In cases wherein you disagreed and an appeal was taken to the chief of the bureau, were the decisions made in your favor or in favor of the contractor?—A. Generally in favor of the contractor.

Q. Did you not receive a designation of the kind of work done, or to be omitted to be done, from the contractor, and did not that instruction come through a paper in the possession of Mr. Griffiths?—A. It did.

Q. Have you the means of furnishing the committee with a copy of that paper?—A. I made a record from the list which was in possession of Mr. Griffiths; having been informed that Mr. Hanscom had made a change, I asked him if he had. He said "Yes." I asked him what it was, and he referred me to the list that Mr. Griffiths held, on which he, Mr. Hanscom, had checked off what Mr. Griffiths was not to do, and that I could get that list and copy these checks off, which would be my guide.

Q. In your opinion and judgment as superintendent of the work, was not that a departure from the written contract and specifications?—A. I certainly think so.

Q. You say it was in that manner that you received your instructions from Mr. Hanscom, the chief of the bureau?—A. It was, on that occasion.

Q. And in the records of your office as constructor, or in that of the commandant, there is no official memorandum of the instructions so received, is there?—A. None that I know of.

Q. Can you estimate approximately how much advantage there was to the contractor in that ruling of that chief of the bureau?—A. I never made an estimate, and therefore I cannot at the present time tell.

Q. Please call off the things that you think he ought to have done, but which were exempted on that list.—A. Quarter-galleries, carving, fit capstan, complete fife and pin-rails, coppering and shoe, steering-wheel, canopies over hatches, shot-racks and spar-frame, awning stanches, cleats for mess-chests, rods for clothes-bags, torpedo-fittings, chain-chocks, chocks on main-rail for boats, hold fitted for hawser gear, reels for hose and hawsers, channel-chests, chocks and holes for tiller-rope, eyebolts to fit, boom-crutch for anchor-boom, eye-bolts for outside for sheet chain, capstan and anchor bars, life-buoys, light boxes, rollers against bowsprit bits. That is the first contract. Those are the exemptions made on that list, without reference to anything else that may have been omitted afterwards.

By Mr. JONES:

Q. Was there anything omitted afterwards?—A. There were other things that at that time were not thought of, and that it is considered that the contractor should have done.

Q. Was it not in his contract for him to do it?—A. According to my interpretation it was.

Q. Taking it altogether, approximate, if you can, the value of the exemptions made in the contractor's favor?—A. According to an estimate that I have now roughly made, I should say not less than $10,600.

Q. Is that in the first contract or the second?—A. In the first contract. I don't know anything about the second contract.

By the CHAIRMAN:

Q. You don't know anything about any exemptions or favoritism in any other than the first contract?—A. No, sir, I do not; any more than I have already stated.

By Mr. JONES:

Q. You say that his first contract would have held him to the performance of this work?—A. My interpretation of the contract, with the specifications and plans, is to that effect.

Q. Were there any irregularities in the building of the Enterprise about planking, about material, about work?—A. There was.

Q. To whom was the cost of that charged?—A. It was at the expense of the contractor in labor, but at the expense of the Government in material.

Q. Do you know whether any deduction has been made in favor of the United States as against the contractor, on account o such irregularity?—A. I know of none.

Q. For labor or work done by the Government which ought to have been done by the contractor, do you know of any credit being allowed to the Government?—A. I do not.

Q. There was such work and labor done, was there not?—A. There was, without question; the galvanizing.

Q. And the contractor has been paid in full in money, has he not, on his contract?—A. He has.

Q. And no abatement or set-off or deduction has been entertained or allowed?—A. I have no knowledge of any.

Q. Has any certificate of the completion of the first contract ever been given by yourself or any other constructor or superintendent?—A. None that I know of.

Q. It has been alleged that the cost of the Essex showed an excess of about $15,000 in labor, while the cost of the Enterprise showed an excess in comparison of about $14,000 in material. Are these true allegations?—A. I believe such to be the case.

Q. How do you account for it?—A. As to the material, I account for it from the fact that I as the naval constructor and superintendent was to furnish all the material, and that in every case the material issued to Mr. Griffiths, wherewith to build his ship, was issued from the stock in hand and charged upon the books of the yard; while a large amount of material used in the Essex was that which was taken from the Illinois, which had been torn up and had already been expended and which I felt in duty bound to use in my own favor in the ship Essex. Therefore the same amount of material is in the two ships; the one being charged for every dollar's worth, while the other is not, because it was taken from an old ship that was torn up.

Q. Was there any difference in the selection of timber?—A. There was. In every case where I could use what is known as promiscuous timber, which was charged at a less rate, I did it; while in the case of Mr. Griffiths' ship, the timber which was known as curved timber was used as a general thing, which had cost more.

Q. Did not he and his foreman have some power of selection in that matter?—A. Mr. Griffiths and his foreman were from time to time shown where the material was, and teams were furnished by which he could have it hauled to be wrought and ready for being put in the ship.

Q. In that way, he having the selection of the larger and curved timber, it being the most costly, and for the other reasons you have mentioned, the cost of material in the Enterprise would be more, necessarily?—A. It could not help but be so.

Q Was any false measurement or false accounting made in order to produce this difference in the cost of material, between the two vessels?—A. I know of none, and do not believe that any was made in either vessel; for I made it my business to caution all those that were under my charge that this was to be a fair test as between contractors and ourselves; that in every case everything was to be done honestly.

Q. According to my recollection Mr. Griffiths mentioned, the other day, something about the difference in the cost of the filling—A. I have no doubt there was a difference, for I made it a rule where I used promiscuous timber of large scantling that I saved what is called the slab and filled in my ship with it; thereby avoiding the necessity of taking a stick specially for that purpose. In the majority of cases Mr. Griffiths had material selected from the stock on hand for that purpose. What is known as "filling" is the distance from frame to frame which has to be filled. The distance is 2 feet 6 inches, and the siding of the frame is 1 foot on each side, leaving a space of 6 inches to be filled.

By Mr. BURLEIGH:

Q. Would you put sap timber in that?—A. I should consider that it was unfit to be put in.

Q. Why did you put it in, then?—A. It is not known that it ever was put in.

Q. Do you mean to say that you put in timber that was unsuitable, knowing it to be unsuitable?—A. No, sir; in neither case—in the contract ship nor our own.

Q. Then I think you contradict yourself.—A. No sir; live-oak does not have what is commonly known as sap. These were live-oak frames.

Q. As far as the labor is concerned, which would be the cheapest timber to build a ship with, promiscuous timber or curved timber?—A. If it had to be wrought by hand the curved timber would be the cheapest; but in the case at Kittery yard, all the timber was wrought by steam power.

Q. Then you could get out your promiscuous as cheaply as you could the curved timber?—A. Very nearly the same. If there was any difference, it would be against the promiscuous timber.

Q. I call your attention to the bill of extras, so termed by Mr. Griffiths:

Thirteen days' demurrage, $35 per day	$455 00
Seventeen days' demurrage, $35 per day	595 00
Sixty-seven days' demurrage, $35 per day	23,045 00
Forty-six days' demurrage, $35 per day	1,610 00
Seven days' demurrage, $35 per day	247 00

This demurrage is claimed by him on the ground that it was in consequence of a failure upon the part of the Government to furnish the material that the Government had agreed to furnish him under his contract; what have you to say as to the number of days that he was delayed, whether in point of fact it was as he states and whether the Government was in fault therein by any of its agents?—A. Previous to this, I had no knowledge that he ever claimed or that there was any real demurrage, according to my way of thinking. I will admit that there was a time when the copper necessary to fasten that ship was not in the navy-yard, although requisitions had been made for it, and finally it came from Boston: but in the mean time Mr. Griffiths did not knock a man off from the work on that ship, but changed them to another part, and simply told me that if he did not get the copper by such a time, he would have to claim demurrage. That copper arrived from Boston within two days after the time specified, and I did not know, or was not notified, that he claimed demurrage on that account.

By Mr. BURLEIGH:

Q. Is it usual when they knock men off there to pay them their wages?—A. No, sir; not men who work by the day's work. I will say further that Mr. Griffiths had the use of the machinery in the yard at times to our detriment. We had got out a set of cant-timbers by hand, and when timber suitable for a second set failed to arrive from the Boston navy-yard, I gave him the cant-timbers that we got out for the Essex, which enabled him to continue his work.

Q. You were present at the yard during the period of time covered by his claim for demurrage in November, 1873?—A. I have no knowledge but what I was.

Q. If there had been any suspension of labor upon the part of Mr. Griffiths you would have known it?—A. I have every reason to believe that I should, for it was to the commandant or to me that he should have complained.

Q. He says also: "Compensation is asked for the loss sustained from the bad quality of oak plank and the meagre supply, making it necessary to consume ninety-two days in planking, whereas, with good material furnished as required, twenty-five days would be ample to plank the vessel. * * * * * The contract price was $2,650, and the cost more than double."—A. I would say to that, that the plank was located in the navy-yard from which Mr. Griffiths and myself had to select in the building of the two ships, and that in several cases a plank was defective, and still it was gotten out and put upon the ship, and Mr. Griffiths or his foreman was properly notified through Mr. Hitchman or myself that it must be removed.

Q. Was there any delay occasioned by the bad quality of oak plank and the meagre supply?—A. I should say that the quality was not quite so good as it should have been, but as to quantity I think there was no reason for delay.

Q. In the selection, as well as in everything else, was not the contractor deferred to, or rather preferred?—A. He was deferred to in every case where we received notice that he required machinery, teams, &c., for his use.

Q. In other words, the Government delayed its work for his interest and accommodation?—A. Yes, sir. In my opinion it was a detriment to the Government to have a contractor come into the yard and operate in the way it was done in the case of the Enterprise.

Q. Was he not preferred?—A. He was.

Q. That was under orders from the head of the bureau?—A. Yes, sir

Q. The fourth charge is for forty-six days' demurrage, waiting for bolt-copper, the supply becoming suddenly exhausted.—A. As to any reduction of force, I had no notice of it. There was a time when he had bored a number of holes which had to be reamed to suit the copper that was furnished finally.

Q. How much additional cost would that have been, and, as a matter of fact, was it not settled for?—A. I should say that the reaming of the holes would be equal to five days' labor for one man, at $2.75 a day.

Q. Sixteen hundred and ten dollars, then, would be a very large grab for that amount of detention?—A. I consider that that amount is exorbitant.

Q. Demurrage, seven days, waiting for plank to be sawed for deck?—A. This is the first knowledge I have had of that.

Q. Was any such claim made while you were there as constructor?—A. My first knowledge of any claims for demurrage having been made by Mr. Griffiths is since I came into this room, with one exception: On my way here I was so informed by the chief of the bureau.

Q. The sixth item is compensation for excess of work which does not belong to the hull proper of the vessel; also for excess of work consequent upon the alteration of plans. Summarized: Extra engine-kelson, $225; damages to plank, $250; extra molding outside,

$150.—A. I have no knowledge as to the extra molding. A change was made to the officers' quarters on the plan previous to Mr. Griffiths putting the work up, and the difference was, that that which he put up was less in quantity than that which he would have had put up if the change had not been made.

Q. So that it ought to be an item of credit instead of an item of debit to the Government? —A. Yes, sir; the berth-deck, hatch, and door were authorized to be altered, and the expense of the hatch, as returned to me by Mr. Hallenbeck, Mr. Griffith's foreman, was $78. I allowed him $30. The cost to change the clamps and run up the frame on the forecastle-deck was $25, as I was informed by Mr. Hallenbeck, which was allowed; and in no case did I allow any extra work to exceed $100 without a survey first made.

Q. Did you make that record to which you are referring at the time?—A. I did. As regards the shaft-alley, this is the first knowledge I have had that he made a claim for any alteration made in it.

Q. Was there any alteration made?—A. My memory does not serve me as to whether there was or was not. My opinion is that there may have been a change made, but I don't recollect.

Q. If it had been of any great magnitude, you would have known it?—A. I think so.

Q. Do you know anything about the son of Mr. Griffiths being interested with him in the first contract?—A. I do not. I only know him as a clerk to Mr. Griffiths.

Q. Was he the clerk at that time?—A. The only clerk that I ever knew him to have.

Q. Have you ever seen the timber-bending machine at the Boston navy-yard, bought by the Government of Mr. Griffiths and others?—A. I have.

Q. What is your opinion of its value?—A. I think it was a very costly thing to the Government.

Q. Supposing you were told that it cost $160,000, how much in excess of its true value would that be in your judgment?—A. According to my opinion, it cost $60,000 too much.

Q. You knew of the machine before the Government bought it?—A. I knew of the timber-bending machine which was located, as I was told, outside of the navy-yard, and of another which was formerly located at Green Point.

Q. Do you think any board of naval constructors who had been called to examine that bending-machine, looking to its usefulness to the Government, would ever have advised its purchase?—A. I know of several constructors that would not.

Q. Do you regard it as of any practical value to the Government?—A. Taking into consideration the fact that it is laid down as a correct principle that we should build our ships of live-oak, I consider a timber-bending machine a useless thing.

Q. Do you know about the barter or sale of iron upon the part of the Government to anybody?—A. Not personally.

Q. Have you any information upon that subject which you can give the committee?—A. The only information I have is that I have been told that iron had been sent from several navy-yards and exchanged, the Government giving three tons for one.

Q. That is, three tons are taken to be re-wrought, and there is delivered back to the Government one ton for the three?—A. I know not the process through which the iron goes, but simply have heard the assertion that for the three tons given by the Government it is to receive one ton in return, of suitable shapes and sizes.

Q. That iron goes to Mr. John Roach, as I understand?—A. I have been so informed by Mr. Steele, naval constructor.

Q. Is he, or not, charged with the duty of inspecting those iron ships?—A. I don't know that personally, but I am told that he is the inspector.

Q. You know nothing of his orders, do you?—A. I do not: I have never seen them.

Q. State what you know of the ship in the Kittery navy-yard, which this iron was gotten out to plate; what was her size?—A. She was of the Kalamazoo class, as near as my memory serves me: she was three hundred and thirty-two feet six inches long; I don't know her width, but I think it was in the neighborhood of fifty feet

Q. Was the iron placed upon her?—A. It was not. So far as my knowledge extends, it was piled up in the navy-yard.

Q. Was it sufficient in quantity to cover that ship?—A. I have every reason to believe that it w s. The side armor was in plates, three inches in thickness, two thicknesses being designed to be put upon her; the bars were eight inches square amidships, tapering forward and aft. The deck-plating, as near as my memory serves me, was one inch and a half in thickness.

Q. According to your information, what became of that iron?—A. I have been led to believe that that iron was shipped from the Kittery navy-yard to Mr. Roach under the terms I have already stated.

Q. There was no order of sale of that iron?—A. I have no knowledge of any order, or under what circumstances the exchange was made. This iron has been shipped from the yard within a year.

Q. I understood you at the outset to state that you had been stationed a while at the navy-yard at Norfolk?—A. For about three years previous to my going to Kittery.

Q. What have you to say in regard to that yard, about the taking on or discharging of

men, and the activity of political influences therein?—A. The same course, I consider, was pursued at the Norfolk yard in the hiring and putting on of men as at the Kittery yard.

Q. At the Norfolk yard did not a political party recommend men, and did they not make assessments, or requisitions upon the laborers, to contribute to the funds of their party?—A. I have no knowledge of the political parties designating the men directly, or that any assessments were ever made at that navy-yard.

Q. Do you know who is the timber-inspector at the yard?—A. I do; Jonathan Bush.

Q. Do you know anything about his qualifications for that position?—A. He is not the man that I would select for a timber-inspector.

Q. State if you know of any irregularity or neglect on his part in the performance of his duties as such inspector.—A. I cannot recall but one instance; that was in the inspection of about ten thousand cubic feet of white oak, where I considered he did not study the interest of the Government; I officially called his attention to it, and he re-inspected the timber and returned a less amount for which the Government should pay.

Q. Did that occur more than once within your recollection?—A. That was the only occurrence in which I had to take official action.

Q. Had you reason to suspect that he was either neglectful or indifferent?—A. I had reason; and after personally examining a number of times the material which he had measured, and finding that he had allowed, in my judgment, a larger size than should have been allowed, I verbally called his attention to it, and the change was made.

Q. Whenever you suggested it, it was made?—A. I cannot say that I gave it to him as a suggestion, but more as an order, considering myself the superior authority and the more directly accountable person.

Q. It is his brother who is naval constructor at that yard at present, is it not?—A. I am so informed and believe.

Q. Looking to the facilities of the Government to take care of and preserve live-oak and other timber, is there not an unnecessary accumulation of timber and lumber in the different navy-yards of the United States?—A. At some of the yards I believe there is.

By Mr. BURLEIGH:

Q. Is, or is not, live-oak timber, like other timber, liable to decay unless it is put in the water soon after the tree is cut down?—A. I so consider; and I believe that in every case live-oak should be submerged, in a proper manner, in either water or mud.

Q. Is the live-oak purchased by the Government, in its recent contracts, so taken care of in all the yards?—A. It is not in all cases.

Q. In your opinion, is it deteriorating to-day?—A. It is.

Q. How long would it take to dry-rot, probably?—A. Under some circumstances, it would rot within three years.

Q. That would rot it entirely, and make it unfit for use, would it not? Would it not be injured by one year of exposure?—A. I consider that for it to be piled away at all, without being submerged, is a cause of injury.

Q. And the injnry commences at once?—A. Yes, sir.

By the CHAIRMAN:

Q. From your knowledge of the different navy-yards, and the wet-docks provided, is there not an excess of live-oak timber purchased over the means or resources of the Government to protect it in those docks by submerging it?—A. I consider that such is the case at some of the yards.

Q. Do you know anything of the accumulation of ship-knees at League Island?—A. I have no knowledge of it.

Q. Do you know of an instance where ship-knees have been removed from the yard here at Washington, some or all of which were condemned by you or the constructor, and afterward received at the Philadelphia yard?—A. The rumor which reaches me is that the knees that I condemned here were taken to League Island for sale. I have no knowledge that they have been bought.

Q. Who was the party offering them at this point?—A. Mr. Joseph Savage.

Q. Do you know who were the partners of Joseph Savage?—A. I do not

Q. By common reputation, do you not understand Mr. Orvil Grant to be a partner of his?—A. I have, but heard it as a rumor.

Q. You know nothing about the means of taking care of the knees received at League Island, or of any other kind of lumber?—A. No more than my opportunities would allow me to judge; there is facility for taking care of a large quantity of knees at that place.

Q. How is it in regard to other timber?—A. I consider that the space that could be occupied by timber is larger at League Island navy-yard than at any other navy-yard on the Atlantic coast.

Q Were you of the board ordered by the bureau to visit the different navy-yards to inspect their capacity and means of building ships?—A. I was a member of the board of constructors, which was ordered to visit the six Atlantic navy-yards.

Q. How many vessels could you build out of the timber at the Kittery navy-yard?—A. As near as my memory serves me, the timber at that yard of the proper proportion would not admit of building over two ships of medium size.

Q. How many at the Boston yard?—A. I don't remember as to that, or any of the other yards, except my own here, where there is not enough to build one ship; I am speaking of the proportions of the different kinds of timber.

Q. Did not your examination show that there was an excess of promiscuous timber?—A. It did.

Q. Is the purchase of that kind of timber for preservation through a series of years a proper and wise policy to be pursued by the Government?—A. I cannot see but that it is proper.

Q. Is there not a deficiency in curved and principal pieces, in proportion to the promiscuous timber?—A. I so consider.

Q. The promiscuous timber is more easily obtained, is it not?—A. I should say it was.

Q. Are you able to give the committee your judgment as to how much timber has been purchased within the last two or three years, at annual lettings, and how much by what is termed open purchase?—A. I have no information which I could give the committee.

Q. Do you remember Mr. John S. Porter, former constructor at the Norfolk navy-yard, Mr. F. W. Jett, shipwright, and Mr. Phillips?—A. I remember Mr. Jett and Mr. Porter. I know them personally.

Q. What do you say as to their standing as shipwrights?—A. I have always considered them good mechanics and reliable men.

Q. Their opinion, as to the quality of timber, in your judgment, is entitled to respect, is it not?—A. It is.

Q. Is not the system of letting somewhat after this manner? Commencing with a period of the year when the head of the bureau calls upon the constructors at the different yards to make their estimates of what is needed, are you not notified at the same time of how much money is set apart for your different yards?—A. The usual custom is, that I am informed, through the commandant of the station, that a certain amount is allotted wherewith to buy the necessary material required at the navy-yard, under the usual yearly lettings, and he orders that in making up my schedule I shall not exceed that amount.

Q. When you have made such estimates and returned them to the bureau here, have you ever noticed the fact, if such was the fact, that they were lessened or reduced or abated in any way?—A. I have.

Q. Has it been to such an extent as to become notable, in your opinion? From your observation, has not the relative quantity purchased at the annual lettings, and that purchased at open purchase, been largely in favor of open purchase?—A. It has, in many cases.

Q. In making the annual lettings have not small quantities of timber and lumber been advertised for, and then has it not so happened that either the contract was not taken, or, if taken, that the contractor who had secured the letting afterward, delivered large quantities at open purchase?—A. I have noticed that in some cases the contract was not given. I have also noticed that when given it was in excess, and that more than the original quantity contracted for was received.

Q. Have you not within your own experience, in making an estimate, found that there was delivered at your own yard, under open purchase, a larger quantity of timber or lumber than you had estimated for or required?—A. I should say yes.

Q. I understand you to say that you have noted the fact that where a small quantity of timber was advertised for, a larger quantity was afterward delivered at the yard and ordered to be received?—A. Such has been the case.

Q. Assuming that you desired to favor any party as a contractor, could not it be done in this way, to wit, to advertise for a smaller quantity of timber or lumber than an ordinary-sized vessel would load with, the effect being that unless he were advised that a larger quantity would be wanted later, it would not be sufficient to induce a party to make a bid, but that if the party had knowledge that a larger quantity of timber of that quality or description would be received at the yard, he would have a very large advantage in making his bid?—A. I should say yes.

Q. Calling your attention to the deliveries of timber and lumber made at the Kittery yard while you were there, were not the principal parties in delivering it, Messrs. Swift & Trickey & Jewett?—A. I cannot call to mind any deliveries made by Mr. Swift while I was stationed at the Kittery yard, but I should say that the larger quantity had been delivered by Messrs. Trickey & Jewett, and Mr. Bigler, of Newburgh.

Q. Do you remember any instance within your experience where you have estimated for a large amount of timber or lumber where when it got to the head of the bureau it was reduced in amount, and so advertised, but, when it came to be delivered, the amount that you had originally called for, or in excess of that amount, would be delivered?—A. I have noticed that where I have asked for a certain quantity, within the amount of money allowed me by the Department, that quantity was reduced in the printed schedules by which contracts were made out, but in the delivery of material by the contractor, whoever got it, a larger quantity was received at the navy-yard; in most cases by an order from the commodore.

Q. Do you know, as a matter of fact, that that order came from the head of the bureau?—A. I have no doubt of it.

Q. Then it was the same party who scaled your estimates in the first place, who made the advertisement in the second place, and who controlled the reception of the timber in the third place?—A. It was so done, as I understand it, in the bureau.

Q. Large opportunities for favoritism (so to call it) may occur in that way?—A. I should think so.

Q. Do you remember any difficulty or controversy between Messrs. Trickey & Jewett and yourself about the reception of any timber at the yard, and how it was settled?—A. I do not remember any controversy, only as regards some white-pine deck-plank which was cut from the State of Maine, second-growth inferior pine, to the amount of 10,000 feet, which I condemned, and in its place, good material was furnished. So far as my dealings with the firm of Trickey & Jewett are concerned, I have no reason to find any fault; I being the one to study the interest of the Government; they have always, to the best of my knowledge, furnished a good material, for which they were paid.

By Mr. JONES:

Q. Do you know any case where there has been any proposal for lumber, or certain things in the Kittery yard, and that proposal has been made, we will say, by Trickey & Jewett, and their proposal received, and then other parties have told you that they got their share of it, that they made just as much as though they had furnished it themselves, as if they had gone into competition in bidding?—A. I was once told that such was the case.

Q. Who was the party that got the contract?—A. Mr. Jewett.

Q. Who was the party that told you that he got as much as if he had furnished it himself?—A. Mr. Adams.

By the CHAIRMAN:

Q. Do you know anything about any false bids or combination among bidders?—A. I know of none.

Q. Have you any information upon that point?—A. I have been told that such was the case.

Q. How is it managed?—A. As I understand it, merchants in the same business are induced by the most interested parties to put in a bid, which was to be understood by the party of the first part, and a portion of the material was to be bought of the party of the second part.

Q. Was it not Trickey & Jewett who did that?—A. I have heard of such a thing as having been done by them.

By Mr. JONES:

Q. How came Mr. Adams to say to you that he had his share of that?—A. I went, I suppose, and told him that Mr. Trickey had the contract to put in the white-pine lumber.

Q. Had Mr. Adams bid on it?—A. He told me that he had. He told me that he made his profit.

Q. Of course he bid above Messrs. Trickey & Jewett?—A. I am led to believe that Mr. Jewett was the lowest bidder.

Q. Are you not led to believe that there was a combination between them in the bids, by his making that remark?—A. I would naturally infer that such was the case.

By the CHAIRMAN:

Q. In order to make themselves the lowest bidder, Trickey & Jewett would ask some other gentleman to put in bids, they knowing what their bids would be, and then they would put in one lower, so that the paymaster could award it to the lowest bidder?—A. I have no knowledge of the way in which it was done other than as stated.

Q. Coming down to the navy-yard at Washington, do you know of men being borne on the rolls of the construction department who were never there to perform the service for which they were employed and paid?—A. Yes, sir.

Q. How many?—A. I have on my rolls from eight to nine men here at this yard.

Q. Where are the men?—A. I am informed, by a certificate received on the usual pay-days, that they have been performing labor in the bureau, and in the Navy Department.

Q. Can you give us the names of those men?—A. I cannot without referring to the muster-book of the yard.

Q. Please do that. The workmen are generally discharged at your yard now, are they not?—A. I have a very small number of men employed at present.

Q. And that is so in all the yards?—A. It is so in our yard.

Q. Is it not the fact that while the workmen are discharged the clerical force is still retained?—A large portion are.

Q. The proportion of discharge is relatively in favor of the clerks and against the workmen, is it not?—A. It is not at the present time in my department.

Q. Has it ever been so?—A. It has.

Q. When?—A. Within the past six months.

Q. Did you express any wishes or ask any instructions in regard to it yourself?—A. I did not. I made a suspension of the clerks. They were ordered back again by the commandant.

Q. Do you know under whose orders he was acting?—A. By the documents received and recorded in my office, it appears that it was done by order from the bureau.

Q. What is your opinion of the Alert, as a sloop of war?—A. I consider that from the

fact of her being built of iron, she is not so good as if built of wood. She is a vessel that I would never build myself.

Q. What do you say as to her machinery and speed?—A. I have no knowledge as to her speed or machinery.

Q. You did not examine her while she was at this yard?—A. I examined the ship proper only.

Q. Taking her even as an iron vessel, was she well built or not?—A. She was as well built as I consider she could be.

Q. Who constructed the Alert?—A. I have been told that Mr. Roach constructed her.

Q. The material that was intended to be used in the repair of the Tallapoosa, where is that?—A. I have no personal knowledge where it is.

Q. Is there any timber in the navy-yard here now that was gotten out for the purpose of repairing that vessel?—A. No material that was gotten out.

Q. Any timber?—A. There is timber in the yard, which I am informed was received for the purpose of rebuilding the Tallapoosa.

Q. Where was the Tallapoosa rebuilt?—A. At Baltimore.

Q. By contract?—A. I have no knowledge as to whether a contract was made or not. I simply know that Mr. Booz did the work.

Q. Do you know whether it was done by the day or by the job?—A. I don't know personally, but I have been told that it was done by the day.

Q. Do you know whether the timber was taken from here to Baltimore?—A. It was not.

Q. Who supplied the timber, the Government or the contractor?—A. I don't know. I am told that it was bought in Baltimore.

Q. Did you inspect the Tallapoosa after she was rebuilt?—A. No, sir; I did not.

Q. Did you ever have occasion to examine her?—A. I did.

Q. What do you say as to that job?—A. I should say that it was a fair job.

Q. I understand you to say that you did not know what the price paid by the Government was?—A. I have no knowledge of what she cost to rebuild.

The following papers were ordered to be appended to the testimony of this witness:

CONSTRUCTOR'S DEPARTMENT,
Navy-Yard, Kittery, Me., September 29, 1874.

Commodore ANDREW BRYSON, U. S. N.,
Commandant:

SIR: In obedience to the bureau's order of the 21st instant, I have made a strict and careful examination of the condition of the United States steamer Enterprise, and respectfully report, viz:

The vessel was launched on the 23d of June last, and has been laying alongside the wharf since then, as well protected from the weather as was possible under the circumstances. She will require to complete her for sea the following-named work:

Vessel to be docked, bottom seams hardened in and filled up, graved and coppered. Two threads of oakum to be put in above the copper line, one thread in the batteries, two threads in the main-deck, one in each of the others. Seams to be puttied and two coats of paint outside and inboard. The cabin, ward-room, and steerages to be glassed over. The spars and boats to have three coats of paint. Poop-deck to be puttied and painted. Spars to be made as per plan and fitted complete. Spare spars and boat-spars to be made and fitted complete. Four torpedo spars to be made and fitted; also the torpedo fittings for the launch. All the blocks required either for rigging or outfit; one composition counter-knee; magazine rods and casings for same; awning-bands on masts; fore and main stay-bolts; fore and main-top mast stay-bolts; fore and main storm stay-bolts; fore-top gallant and royal stay bolts; flying martingale stay-bolt; jib and flying-jib guy-bolts; martingale back-rope bolts; bolts for anchor lashings; eye-bolts for leaders under sails; rods for leaders around masts: stay-sail sheet bolts; top-sail halyard bolts; eye-bolts in hatch-bars; shot and shell racks where required; shot and shell cranes, where required; fore and main jack-bolts. Eye-bolts over magazines and shell-room hatches; eye-bolts for spanker-bolts; bag-rack rods; boring for holding down bolts, fastening of engine, keelsons, and shaft-bearings; eye-bolts in deck and combings around masts; hause and scupper plugs; stowing of spare anchor: gratings fitted in bread and sail room, magazines, and shell-rooms; foot-plate on bow-chock; brass in wake of ladders to several decks; rollers on bowsprit-bitts; head-stanes; eye-bolts for cat and fish-fall leaders; composition rudder-chains, and eye-bolts for same: eye-bolts for lashings in channels; one complete set of pump-gear; iron stanchions and rail for the head; mortise and sheave top-sail sheet-bitts; steering-gear, fitted complete; dead-eyes, hearts and bull's eyes to make and strap; grab-rods on the side of the vessel, and rods on side steps; securing pivot-gun track, putting in centers, &c; putting on breast pieces for broadside-guns: pump-brakes, capstan-bars &c., to stow; bath-tubs to be fitted under forecastle, as per plan; iron stand and one head-tank for scuttle-butt and connections with batters; mooring chocks for bridle-ports; ports, shutters cut for guns, and bucklers made where required; four iron mooring-cleats on main deck; shifting-boards in hammock-nettings: securing of hammock-cloths; putting in powder-scuttles and pipes for foul-air

pumps; lockets for marines' hats; water-closet and wash-stand fitted in sick bay; air-ports wrenches, and stowing of same; two anchor-shoes; fishes for masts and yards, (iron;) hatch-battens; hatch-combings, fitted to batten down, (iron;) combings; all pantries to be fitted with wine-glass racks and cup-hooks.

Following boats built and fitted complete: Launch, 28′ x 7′ 10¾″ x 3′ 2″; first cutter, 26′ x 6′ 8½″ x 2′ 3½″; second and third cutters, 24′ x 6′ 2¼″ x 2′ 3½″; waist boat, 27′ x 5′ 8″ x 2′ 2½″; dinghy, 18′ x 4′ 9½″ x 1′ 9½″; shot and shell racks made and fitted; carpenter's work in connection with putting up coal-bunkers; Lewis bolts wherever required; work of putting in place and securing shoe, posts, jacket and rudder; docking and coppering of the ship; torpedo-fittings, per regulation; boxing of pumps in the hold; lift and force pumps, with all necessary connections to tanks, galley, and scuttle-butt; two head-pumps and necessary connections, complete; forecastle and quarter-deck scuppers; scuppers in hammock-nettings; tanks and connections in water-closets; three channel-pumps and connections; one wash-deck, pumps and connections; ventilation through cabin to be made and put in; four pump-tops to be made; side-ladders and sentry-walks to be made and fitted.

Boxing of all lead pipes; closets to confine mess-chests; steering-wheel to make and wheel-ropes to case; musket-rack and belt-pins for marines; halyard-racks, hose and hawser reels, complete; carpenter's work-bench and tool-chest; bureau, wash-stand, and toilet-rack for each state-room; spring bottom in each berth; sideboard and extension-table in wash-room; sideboard and extension-table in cabin; writing-table, book-case, sofa, settle and silver-ware chest in cabin; extension-table for warrant officers; extension-table for engineers; extension-table for midshipmen; hanging-tables for ship's cook; desk for paymaster, ship's writer, marine officer, and captain's clerk; mess, top, channel, boat, arm, and turpentine chests; water-closet and bath-room to finish in the cabin; bulk-heads of magazine and shell-room to be covered with iron; four oil-tanks to make: shell-room flood-cock; transom seat and cushions in after cabin; moldings over all cabin-windows; cornice around mizzen-mast in cabin; boarding-pike racks on mainmast; all door-sills to be covered with brass; cabin deck to be sheathed; new gratings and ladders to be made, (the present ones land in the hatch-cover below gratings made by the mile and sawed off as required;) gratings for bridle-ports; one composition hatch to be made and put in place; composition pin board and pins for mizzen-mast, and composition hawse sail for leaders; port shutters made and hung; breeching, side, and training bolts, all to be made; hatch bars, iron and copper; hawse, pipes, shutters, and plugs; hammock-hooks, to be made and put in; brass canopy rail to cabin and wardroom hatches, iron to all others; coal scuttles to be put in; sets ot boat davits, to be made and fitted complete; crutch stanchions for swinging-boom; iron-awning stanchion aft; iron cleats where required, ship's bells and fittings, breeching-bolt pins, running-light shades and stanchions; rabbeting for and making and hanging port shutters, brass and tack bumpkins, stanchions and sail around on poop and top-gallant forecastle, pin-rails and fair leads for head-sheets, awning-stanchions, fitted complete; cat-heads to be made and put in; bill-boards, life-buoy, one and one-half sets capstan-bars, chain-trippers, complete; making and stowing tank; making rigging-rack and putting up iron hangers for stowage in hold; making and putting in all necessary cleats, cavils, and mooring-chocks, wedging-masts, all the cooperage to make and paint with chocks for stowing casks; bolts for yard and stay-tackle fall; bolts for mast-rope leaders; eye-bolts for leaders for main top-mast and main gallant stay-sail sheets; bolt in check-knees for hooking cat backs; bolts for rudder pendant stops; bolts for wicker pumps, bolts for bowsprit shrouds and bobstay link, bolts for foreyard tackle, bolts for leaders for boat's falls, coats for masts and bowsprit armory to be fitted; chronometer-box for navigator; book-case in paymaster's room; tar-tank to be secured in hold, boat davit stretches, trailboards to be put in, shifting sail in pivot ports, engineer's store-room to be furnished, table and drawers for yeoman's room, mess-table for petty officers, ash-shutes to cut in side of vessel; cot-frames to make; spare and other oars, and boat-hooks; fitting for head-light; scuppers between magazine and passage in bulk-head; iron pipe to be cased in magazine; iron fastening in magazine to be cased up; rods in prison to confine prisoners, rollers in sail-room doors, lower rims to put in chain pipes.

for supplies furnished at United States navy-yard, at Washington, D. C., from December 1, 1875, *to March* 1, 1875.

ie.	Date.	Contract, open purchase, or bureau order.	Number of class.	Amount.
tt	December, 1875	Contract	54. Hardware	$103 05
	do	Contract	74. Acids	83 20
	do	Contract	54. Hardware	761 47
	do	Open purchase requisition.	White-pine plank	350 59
	do	Open purchase requisition.	Hardware	215 09
	do	Open purchase requisition.	Paints, brushes, &c	186 10
tt	do	Contract	77. Gum-packing	63 00
	do	Contract	54. Hardware	44 70
	do	Contract	35. Steel	524 98
	January, 1876	Open purchase requisition.	Hardware and tools	327 60
ipson	do	Open purchase equisition.	Paints	79 36
	do	Open purchase rexuisition.	Drawing-paper	13 50
itterson	do	Bureau order	Hickory spars	222 00
	do	Open purchase requisition.	Machinery	2,695 00
ns	do	Open purchase requisition.	Plate-iron	15 75
n	do	Open purchase requisition to supply deficiencies on Nattan's contract.	Lamp-black	46 48
ard & Co	do	Open purchase requisition.	Plate-iron	83 33
ipson	February, 1876	Open purchase requisition.	Paints	80 16
itterson	do	Bureau order	Hickory-spars & locust	711 35

Memorandum.

Names.	Rating.	Pay per day.
r	Writer at the bureau	$3 25
Tomer	do	3 25
White	do	3 25
Lanier	do	3 25
well	Draughtsman at the bureau	5 26
		Per month.
er	Messenger at the Department	60 00
Waters	do	60 00
		Per day.
y	Laborer at the Department	2 00
ie	do	2 00
lker	do	2 00

ollowing is a summary of the estimated cost of labor and materials to complete the

Occupation.	Material.	Labor.
ght	$8,404 00	$2,898 00
	500 00	2,458 00
	964 00	2,596 00
ad spar maker	3,560 00	8,634 00
r	600 00	1,000 00
maker	50 00	829 00
r		600 00
ry and iron plater	2,913 00	2,235 00
ddler	500 00	2,900 00
r	700 00	1,706 00
r	150 00	500 00
r		1,000 00
ach	3,688 00	16,285 00
spades		900 00
Total	22,029 00	44,541 00
		22,029 00
Total amount		66,570 00

KITTERY, ME., *March* 17, 1876.

T. D. WILSON sworn and examined.

By the CHAIRMAN:

Q. What is your profession?—A. I am a naval constructor of the United States.

Q. How long have you been in the service of the United States as naval constructor?—A. My commission is dated July 1, 1873.

Q. How long had you been assistant naval constructor before you were promoted to constructor?—A. Since May 17, 1866.

Q. How long have you been in the Government employ?—A. I have been in the Government employ from 1858 up to the present time.

Q. In what yards have you been on duty?—A. I have been on duty at the navy-yard at Pensacola, from Pensacola to Philadelphia, from Philadelphia to the naval school as instructor in naval architecture, from the Naval Academy to the Washington yard.

Q. How long have you been on duty in the Kittery yard?—A. Since June 13, 1874.

Q. Were you here during the building of any portion of the steamer Enterprise?—A. I was here at the launching of the vessel for the first time. The work under the second contract has since been commenced.

Q. In what capacity were you then serving?—A. Naval constructor of the yard.

Q. When did you make this yard your residence?—A. About four weeks after I reported here.

Q. Were you present when Mr. Hanscom came here to see about the contract for building that vessel?—A. I was not. I did not know anything about the yard until I arrived here, the day the Enterprise was launched. That is the first connection I had with the Enterprise.

Q. While you were here, do you know whether or not the facilities of the yard were given to Mr. Griffiths in carrying out his contract with the Government?—A. They were, as far as our means would permit. That is, when I speak of "means," I mean with the money that we had at our command.

Q. Did you have material all the time such as he wanted?—A. The material was always on hand, but a portion of the labor, which under the contract we were to furnish, could not be furnished at certain times, on account of other work. For instance, the Marion's work was going on. We gave them all the facilities we could for the time being, but we had orders from the Department to do the Marion's work by a certain date, which delayed the Enterprise's work a little.

Q. That was on the second contract?—A. It was.

Q. Was Mr. Griffiths, the old man, often absent from the work on that vessel?—A. Yes, sir; he was frequently absent for weeks at a time.

Q. Who was the foreman who attended to the business for him?—A. Wm. F. Noyes.

Q. Do you know of any alterations that were made in the original plans for the building of that vessel?—A. Yes, sir; the quarter-galleries were left off, for one thing.

Q. How much would it have cost if they had been put on?—A. I should say in the neighborhood of $1,100.

Q. Is that the only change that you know of? Was the galvanizing of the iron left off?—A. I can't say positively in relation to the galvanizing. I have understood that Mr. Griffiths was to do the galvanizing, and the Government did it for him.

Q. What was that worth?—A. Not being here at the time, and not knowing what was done, I cannot give you any estimate of it. I will ascertain what it cost from the office records. About $568.

Q. Did you sign any of the bills on the contract ship?—A. I did.

Q. By whose order?—A. By order of the chief naval constructor, Mr. Hanscom.

Q. How many of those bills did you sign?—A. The only bill that I signed on the first contract was the bill for extra work, which I did by order of Mr. Hanscom. (Copy furnished committee.)

Q. Were you consulted to know whether that extra work had been performed as claimed?—A. No, sir. The original of the bills for extra work was made and signed by Mr. Hanscom and he directed me to have the duplicate and triplicate made and sign them; he certified to me that the bills were correct in all respects. I signed, and so did the commandant on this assurance. An indorsement in red ink to this effect was put on the copy retained in the naval constructor's office. (See copy furnished committee.)

Q. Were you consulted to know whether any damage had been done to Mr. Griffiths by the Government?—A. No, sir.

Q. The bill was just handed to you and you were required to sign it?—A. Yes, sir. The certificate which I gave committee reads as follows:

"I hereby certify that the annexed bill is a true copy of the bill made in this office; that the indorsement in 'red' was placed on it by my order, at the time the bills were ordered made, as I knew nothing of any extra work being done, not being the constructor when the vessel was built. I signed the bill by direction of the chief naval constructor, after he had made and signed the original, at the navy-yard, Kittery, Maine; and I explained to the

commandant of the yard at the time that I knew nothing of any extra work, but made the bills according to order from Mr. Hanscom, and signed after him, the commandant signing after me.

"T. D. WILSON,
"*Naval Constructor.*

"NAVAL CONSTRUCTOR'S OFFICE,
"*Navy-Yard, Kittery, March* 17, 1876."

"LABOR.

"*The United States Navy Department to John W. Griffiths, Dr.*

"Appropriation: Eight, steam sloop Enterprise.

"BUREAU OF CONSTRUCTION AND REPAIR.

1874.
Oct. 26. To extra work as per bill of items rendered, in part payment, and on account, four thousand dollars..... $4,000 00

"I. HANSCOM,
"*Chief of Bureau.*

"The original of this bill was made by the chief of the bureau, and verbal directions given to the naval constructor to sign the same.

"Having fully examined the above charges, ——— certify that ———

"T. D. WILSON, *N. C.*

"NAVY-YARD, ———, 187 .

"The public exigencies required the immediate services mentioned in this bill, and as there was not time to advertise for proposals, they were properly obtained by open purchase; and the same is approved for the sum of ——— dollars ——— cents.

"A. BRYSON,
"*Commandant.*"

Q. Did you make out the reservation-bill?—A. No, sir; Mr. Hichborn made the reservation-bill.

Q. Do you consider that the work was completed in accordance with the terms of the first contract?—A. It was not, in my opinion.

Q. What particulars can you mention?—A. Well, the heaviest items were the boat-davits, complete in all respects, galvanizing, quarter-galleries, and coppering.

Q. Did you funish any list of the items required to finish the work previous to the giving out of the $25,000 contract?—A. Yes, sir; I did. Mr. Hichborn was my assistant at the time.

Q. Was that submitted to Commodore Howell?—A. No, sir; that was submitted to Commodore Bryson, who was then commandant here, and by him furnished to the chief of the bureau, in obedience to the bureau's orders, dated September 21, 1874.

Q. Did Commodore Bryson write a letter to Mr. Hanscom, stating that the ship was not complete?—A. Commodore Howell was the one who wrote that letter. That was before she was launched. All the evidence I have in relation to that, was from conversation with naval constructor Hichborn.

Q. How much labor was required to finish the work, according to your estimate?—A. Forty-three thousand six hundred and forty-one dollars was required to finish the ship, complete in all respects, ready for sea, on that day, September 29, 1874.

Q. Do you know whether any deduction was made in favor of the Government for leaving off those quarter-galleries?—A. None, to my knowledge.

Q. What would it have cost to put on the quarter-galleries?—A. About $1,100.

Q. Who did the galvanizing for the Enterprise?—A. The Government, so I am informed.

Q. At about what cost?—A. Galvanizing work, about $568, as taken from office records.

Q. Was the Government compensated for it?—A. Not to my knowledge. There is work still remaining on the Enterprise, that will have to be changed, and it was so reported on the first contract.

Q. What work was that?—A. The ladders are made to land on the hatches instead of on the combings, and the gratings are not made as required by the inspector. And there is an item which is not mentioned in the constructor's estimate of work, which was afterward ascertained to be wrong. All of the berths in the state-rooms, in the ward-room will have to be taken out. They were not properly placed in there.

Q. What will be the cost of making all those changes?—A. If not done by the contractor and at his expense, it will cost the Government about $300.

Q. Did the Government furnish the material to launch the ship?—A. They did.

Q. To whom did the launching-ways belong, to the Government or to the contractor?—A. To the Government, but the Government had to make them a new set of bilge-ways to satisfy the contractor.

Q. Do you know whether the Government coppered the shoe of the vessel or not?—A. They did.

Q. What was that worth?—A. About $50.

Q. In your opinion, did the first contract cover the coppering of the ship on the part of the contractor?—A. I never read the first contract, and I cannot say. I should presume that it did. I should say that if the hull was to be completed, it did.* The contract reads: "and all other work necessary for the completion of the hull of said vessel, except blacksmith work, which is not included in this contract." I should say from an examination of the specifications that it did.

Q. Do you know at whose expense the vessel was afterward coppered?—A. I do, sir.

Q. Whose?—A. At the expense of the Government, under the terms of the $25,000 contract, excepting the bilge-keels, which were coppered by the naval constructor's men.

Q. If it was coppered under the second contract, the Government would have paid twice for the coppering of the vessel?—A. Exactly, sir.

Q. Do you know of any reason why that bill for extras should have been made out?—A. I do not, sir. The order to make it out being given me by the chief of the bureau, my superior officer, I complied with the order, and ordered the red-ink indorsement placed on my office-copy.

Q. Were you consulted in regard to it by Mr. Hanscom?—A. No, sir.

Q. Was any inspection of that vessel made by any officer of the Government required to make it, to see whether those extra charges were right or not?—A. Not to my knowledge.

Q. Do you know whether there was any examination made by any person to see whether any extra work was performed?—A. I do not. I only know that Mr. Hanscom stated it was correct.

Q. The first you knew of it was when Mr. Hanscom brought you the paper, already made out and signed by himself?—A. Yes, sir; and ordered me to make out duplicate and triplicate copies and sign them.

Q. Was it not the official duty of the inspector to have inspected that vessel and made his report before any of those extra charges should have been paid?—A. It was, and I presumed it had been done. I asked the question of Mr. Hanscom whether this bill was a correct one, and he signified to me that the bill was correct, and as evidence of that, that he had signed the bill, and wished me to make out the others. I was called away from the launch of the Essex to make those bills.

Q. If those bills had not been made out and the debt of the Government on that contract paid, it would have been your duty as constructor to have reported on the condition of the ship before they were paid, would it not?—A. I considered that the final payment and the reservation-bill having been made on that ship, per bureau's order of June 19, 1874, the duty of the superintendent on the part of the Government had ceased, so far as the first contract was concerned.

Q. But if that had not been done, would it not have been proper for you before that was done to have reported to your chief that the vessel was completed in accordance with the contract?—A. It would have been, had I been asked the question, and I presume the superintendent on the part of the Government, Mr. Webb or Mr. Hichborn, had they been asked, would have also made the same report, that the vessel was not complete in accordance with that first contract.

Q. Would not the proper way have been for Mr. Griffiths to have reported that his vessel was finished in accordance with the terms of his contract, and then for Mr. Hanscom to have ordered an examination to see whether that fact was true or not?—A. The proper way, in my opinion, to have proceeded in that matter would have been this: the vessel having been reported by the contractor as completed, the chief of the bureau should have communicated with the commandant of the yard, and he, with the naval constructor, requesting to be informed whether the contractor had completed his work in all respects, and whether anything remained to be done before the final payment and reservation-bill was made. The fact of that final payment and reservation-bill having been made by the direction of the bureau absolved the naval constructor from any further responsibility on the part of the Government.

Q. Were you called upon at any time by Mr. Hanscom to know if that bill was correct?—A. I was not.

Q. Do you know any reason why you were not consulted?—A. I do not.

Q. Were you not the proper person to have been inquired of to know whether that extra bill was correct or not?—A. I do not think I was. I think the inspectors of the vessel, Constructors Hichborn and Webb, were the proper persons. The responsible man was Mr. Webb, but Mr. Hichborn was the direct inspector under him.

Q. Is the inspector an officer of higher grade than the constructor?—A. No, sir; there was a constructor and assistant constructor stationed here during the building of the Enter-

* Contract was produced by the chairman.

prise. While the naval constructor superintended the work, the assistant naval constructor had the direct superintendence of it under his order. They were both Government inspectors on the vessel.

Q. You made an estimate of the labor and material required to complete that ship?—A. I did.

Q. Where is it?—A. You have been furnished with a copy of it by Mr. Hichborn.

Q. How much is it?—A. Total for material, $22,029; labor, $43,641; total, $65,670.

Q. That is, to complete her for sea?—A. Complete her ready for sea, in all respects, as far as the Bureau of Construction is concerned.

Q. Do you consider that a fair estimate?—A. I consider it a liberal estimate.

Q. Have you seen the second contract given to Mr. Griffiths to complete this ship?—A. I have.

Q. Are you familiar with the second contract?—A. I am.

Q. Is it your opinion that that contract bound Mr. Griffiths to complete that vessel in every respect for sea?—A. It did not.

Q. Were the spars included in it, according to your construction?—A. They were not.

Q. Is that the only exception that you now think of?—A. I can give you the whole of them.

Q. How did the quality of the work on the Enterprise compare with that on the Essex?—It was in favor of the Essex.

Q. Why was it better on the Essex?—A. No contract-work that ever I have seen done for the Government has been equal to that done by mechanics working by the day's work for the Government. The mechanics in the navy-yard are required to furnish the best work possible, and are not limited in the finish they put upon the work, while it is to the interest of the contractor to do as little as he possibly can, and make as much as he can out of the job.

Q. Do you know whether bilge-keels were placed on the Enterprise?—A. They were.

Q. Do you know why they were placed there?—A. They were placed there to carry out some pet idea of Mr. Griffiths.

Q. By whose order were they placed there?—A. Chief of the Bureau of Construction and Repair.

Q. Do you know what Mr. Griffiths received for launching that vessel?—A. I do.

Q. How much was it?—A. Two thousand dollars.

Q. In your opinion, does the completion of the hull of a vessel require it to be delivered in the water or on the stocks, according to that contract?—A. I cannot say "according to that contract," but I should say that a vessel, when completed, could not be delivered over to her owners until she was launched.

Q. That contract says "for the completion of the hull of the vessel."—A. I think there would be a chance for the contractor, according to the reading of that contract, to get out of it.

Q. What amount would it have cost the Government to launch the vessel, after having done what the Government did for the contractor?—A. She could have been launched for about $800.

Q. The Government received her in the water, did they?—A. The Government received her the moment she was placed in the water.

Q. Who placed the anchors and cables to stop her?—A. This work was done by the Government; so I am informed.

Q. Was the launching at the risk of the Government?—A. I cannot say; I think it was.

Q. What portion of her launching did Mr. Griffiths do?—A. I cannot answer. I reported for duty at Kittery the day the vessel was launched.

Q. Did the Government make all the launching wedges?—A. I am told they did.

Q. And sawed the material for blocking?—A. I am told they did.

Q. Did the contract-work on that vessel interfere with the Government work on the Essex?—A. I should say it did, very much.

Q. Do you know of any work which was done for the Essex that was furnished to the Enterprise?—A. I was told by the superintendent and foreman of the Government that they did so.

Q. Do you know by whose order it was done?—A. I do not.

Q. Do you know whether Constructor Webb was disposed to give all the facilities of the yard to Mr. Griffiths?—A. Knowing the gentleman as well as I do, I should say that he was.

Q. Have you been called on to inspect different articles received in the construction department?—A. I have, sir.

Q. Did you find the materials of good quality that you have been called on to inspect?—A. Sometimes good, sometimes bad.

Q. Have the articles that you have found bad been rejected by you?—A. They have.

Q. Have they ever been received in the yard after having been rejected by you, in other departments?—A. I cannot say. I do not think they have.

Q. You do not know of anything that the constructor's department has rejected that has been received in any of the other departments?—A. No, sir.

Q. How do the prices paid for lumber and other materials compare with outside prices here?—A. I have no means of ascertaining that. The prices as a general thing are either fixed by regulation, that is, for the knees, by the bureau, or else they are given to the lowest bidder by the purchasing paymaster.

Q. Has the live-oak delivered at this yard been suitable for ship purposes?—A. Yes, sir.

Q. Have you enough to build one ship now?—A. I should say there was almost if not quite enough of the kind required to build two vessels of the Benicia class complete, and portions of several other frames.

Q. What is your opinion of the bending-machine at Boston?—A. I think it is of very little use to the Government.

Q. What is your opinion as to the advantages or disadvantages that the contractor had over the Government in building that ship? Could the Government have done it as well and as cheaply as he did?—A. I think they could.

Q. Could they have done it cheaper and better?—A. I think they could.

Q. Do you know of any advertisements having been made for the second or third contracts?—A. I know of none.

Q. With whom were those contracts made?—John W. Griffiths.

Q. No proposals were invited from any other persons, as far as you know, for those contracts?—A. None that I know of.

Q. Do you know whether or not in all contests between the constructors here about that vessel with the contractor, the chief of the bureau decided with the contractor?—A. I have understood that he did in several cases; but Mr. Webb or Mr. Hichborn could answer that better.

Q. Do you know what is the relative price of lumber furnished here in this yard compared with the prices outside the yard?—A. I do not.

Q. Do you know whether they are higher or lower?—A. No, sir. I had nothing to do with the prices, they being fixed by the purchasing paymaster under the bids called for, or ordered in by the chief of the bureau at a fixed price. The live-oak received in this yard since I have been here was generally received at a fixed price.

Q. Do you know of any timber that has been received at this yard without having been required by requisition by these bureaus?—A. I don't recollect of any at the present time.

Q. Do you know of any material coming here that you did not know anything about until it came?—A. I do. There was a quantity of live-oak timber sent here by a contractor by the name of Swift.

Q. Where is it?—A. The greater portion of it is stored in the Franklin ship-house.

Q. Is it in your wet-docks or under cover?—A. A small portion of it is in the upper part of the wet-dock, and the remainder, the larger part, in the Franklin ship-house, under cover.

Q. Does the Government charge Mr. Swift any storage for his timber?—A. I do not know that it does.

Q. How many cargoes were there of it?—A. To the best of my knowledge, three.

Q. Has any of it ever been received by orders from the chief of the bureau?—A. None at all. It was ordered to be landed and taken care of.

Q. Do you know of any timber which came here in that way that the parties who landed it took away again?—A. There has been timber rejected which has been taken away from here since I have been here, and there is a small quantity of rejected timber now on the yard that has not been taken away.

Q. The Government has used none of this timber of Mr. Swift's?—A. None at all; it is in the Franklin ship-house and wet-dock, measured and marked in such a way that we know all about it. It cannot be used until received and paid for.

Q. Will not that timber be increasing in value all the time?—A. Certainly. The better seasoned, the more durable and valuable it becomes.

Q. Then, if that timber is required by the Government in the course of two or three years, will they not have to pay an additional price to get it?—A. I should not consent to pay any additional price without I was ordered. I know of no price having been fixed upon it yet.

Q. That would between the contractor and Mr. Hanscom?—A. That would be between the contractor and the department outside.

Q. It will certainly be more valuable?—A. It will be more valuable, beyond a doubt.

Q. The timber is thoroughly protected at the Government's expense?—A. Yes, sir; at the Government's expense. One thing I would like to say. That timber was stored at the expense of the contractor. It was unloaded from the vessel and transported to the ship-house at his expense.

Q. But further than that he has had no expense?—A. He has had no expense.

Q. I believe you have made an estimate of all the expense of the labor performed by the Government in the building of the Enterprise on the first contract; can you furnish us that now?—A. I can give it to you now, sir. Labor performed by the Government on the Enterprise previous to the second contract, $34,694.94.

Q. Now, can you give me the cost of the labor on the Essex up to the same stage of completion?—A. Not up to the same stage of completion, because the vessels were not completed alike in all respects.

Q. Can you not make an estimate from a point where the comparison would be exact?—A. I cannot do that, because, when the Essex left for Boston, she was not quite as near completed as the Enterprise, but a very large amount of finished and unfinished wood and iron work, also composition, was placed on board and sent with her; had this work all been finished and in place the vessel would have been, in my opinion, nearly, if not quite, as far advanced as the Enterprise.

Q. Can you show what the Essex cost up to the time she was sent to Boston for labor?—A. The cost for labor was $95,730.61, and on the Enterprise, $87,404.12.

Q. Are you allowed to select all your mechanics?—A. I am not, as a large number of men are ordered here by the bureau or Department.

Q. Why are these men sent by the bureau or Department? Do they not allow you to select your own men?—A. A large number of the men are sent here, as I stated before, while the men employed by the contractor are all selected workmen.

Q. Are the men all skillful mechanics who are sent here?—A. No, sir; not by any means.

Q. What is the main consideration in sending them here?—A. That I cannot say.

Q. It is not skill?—A. It is not, judging from the abilities of many of the men sent here.

Q. Do you know whether it is political considerations or not?—A. I should say it was. I will say this, that, could the constructor have the right to select his men the same as a contractor does, the Government work could be done a good deal better and much cheaper than any contractor can do it.

Q. If the Government would return to the ten-hour system and worked skilled workmen?—A. I think the eight-hour system is well enough, if the men are skillful mechanics and work faithfully eight hours. No contractor can do the Government work as well or as reasonable as it can be done in our navy-yards, where we have all the tools and appliances, and which on the Enterprise the contractor had the benefit of without any remuneration to the Government.

By Mr. JONES:

Q. The Essex left here before you came?—A. No, sir; I launched her.

Q. Do you not consider the Essex a better ship than the Enterprise?—A. Yes, sir; it is a better-built ship; a better-finished ship.

Q. How much more would you give for the Essex than for the Enterprise, if you were to buy her for the Government?—A. I would give as much for her when she left here as I would for the Enterprise.

Q. You consider that the Essex was worth more money to the Government than the Enterprise?—A. Yes, sir; when she left here.

Q. How much more?—A. I would give $5,000 more for the Essex, if I were to buy her for myself, in the condition in which she was when she left here, than I would for the Enterprise, on account of the better-finished work and better character in many respects.

Q. The way it was done?—A. Yes, sir; a contractor working on a contract job will put as little labor on his work in putting it together and finishing it as he possibly can, as he is desirous of making all the money he can out of the job; while the reputation of the naval constructor is at stake if he permits poor work to be done, and he requires of his employés the best work they are able to do.

By Mr. BURLEIGH:

Q. Will you state for what amount of money you would undertake to build the hull of a ship like the Enterprise, provided you could have the choice of men in all departments and have the same facilities in all respects that Mr. Griffiths has had and is guaranteed?—A. I would undertake and guarantee to do the work, *hull complete*, for $40,000, providing I was furnished with all the labor by the Government that has been furnished to Mr. Griffiths, and would give them a better-finished ship.

By the CHAIRMAN:

Q. Do you think that the contract made with Mr. Griffiths for $46,200 to build the hull of that ship, with what Mr. Hanscom relieved him from doing, was an extravagant price for what he did, or not?—A. Had the contract been fulfilled, as I think was the intention originally, it would not have been very extravagant.

Q. Then, as the contract was completed, or as the work was done, not in completion of the contract, but as it was done in pursuance of the orders of Mr. Hanscom, what is your judgment?—A. As it was done, with the facilities of the yard afforded by the Government, and the amount of work from which he was relieved, I consider it was an exorbitant price.

Q. Are any of those eight sloops of war that were authorized by the act of February, 1873, completed?—A. Yes, sir.

Q. What is your opinion of those that are completed?—A. I have no knowledge to base an answer on. I know the Huron and the Alert are completed; they are iron vessels.

Q. What is their estimate in the Navy?—A. I do not consider that they would rank very high as vessels of war.

Q. Do you know about these annual lettings; whether a small amount of such things as are required here on the yard are advertised for in your annual letting, or whether the whole

amount that is wanted is advertised for?—A. When we receive an order for making up our schedules for the fiscal year, we are generally allowed a certain sum of money. The schedule must not exceed that sum. Consequently, we ask for such articles as we deem most essential to the interests of the Government, basing what we ask for on the amount allowed by the bureau.

Q. And that is for the year?—A. For the year.

Q. How much of that is let out by annual lettings?—A. The whole of that is contracted for.

Q. By annual lettings or by open contract?—A. By annual lettings.

Q. The whole of it?—A. The whole of it. That is, they call for proposals, and bids are rendered and opened at the bureau, for such as the bureau approves of. The bureau does not always approve of what we ask for.

Q. Does not the bureau cut you down largely, and only let out by advertisement a small portion of what you ask for?—A. Sometimes articles that we have asked for in our annual estimates are stricken off and other articles placed in.

Q. Then are they not afterward supplied by open purchase?—A. If we have based our estimate upon the fact that we require those articles for doing the work during the fiscal year, and they are stricken off and other articles are placed in, then we are compelled to make an open-purchase requisition to cover them.

Q. The practice is what I am after. When you make an estimate here for your supplies for the year, and it is sent to the bureau, do they not cut down your estimates and only issue proposals for very small amounts?—A. I can only speak of one case, which, I think, occurred last year, when certain articles were stricken off and $50,000 cubic feet of live-oak added.

Q. Was that advertised for?—A. That was advertised for in place of such articles as we had asked for, but I understand was not awarded to any one. For instance, we might think that we needed machinery more than building-materials, and put in an item for machinery, and the bureau might strike out that item for machinery and put in something else. Then, if we wanted to use that machinery, we should have to buy it upon requisitions. There is no other way to get it.

Q. Is not a larger amount furnished in this yard by open purchase than by annual lettings?—A. I should say not.

Q. Do you know of any abuses of any kind in the naval service here or elsewhere that you can bring to our attention?—A. When a man is employed or sent here and is found to be deficient in mechanical skill, and is discharged on that account, I think it is wrong for the Department to send him back.

Q. Do they do those things?—A. It has been done.

Q. On what ground do they send him back?—A. They do not give us any reason for it.

Q. Do you know what their reason is?—A. I presume it is because his political friends have importuned the Department to do it.

Q. Do you know anything about the alleged abuse of taking on a large number of hands for political purposes just before election and discharging them after the election? Has such a practice prevailed to any extent since you have been on the yard?—A. I should answer that question in this way: that there have been instances where a larger amount of work has been ordered to be completed sooner, or hurried, and it was necessary to take on more men in order to comply with the order. Whether that was the intention of the Department I cannot say. The work was ordered and the men were necessary to do the work.

Q. Could not that work have been done just as well some months before election?—A. It could in many instances, and in others it could not.

Q. Does the Department at Washington order an extra amount of labor employed just before election, or are larger prices paid then, and are such laborers required to vote a particular ticket, or anything of that sort?—A. No more is paid for mechanical or other labor at or before election times than any other time. I have no knowledge as to how men are expected to vote.

Q. Have you any written communications from the Secretary of the Navy or chief of any bureau on the subject I have mentioned?—A. No, sir.

Q. Has the Secretary of the Navy or any chief of bureau at any time determined the number of men you must employ? Have they telegraphed or written to you to employ so many men in your bureau?—A. Not in my time, that I have any recollection of.

Q. Do you know that they have written to any bureau here to that effect?—A. I do not.

Q. Have they named the particular persons that you must employ?—A. Orders are frequently sent here naming persons to be employed.

Q. Do you know whether they ever set apart or transfer any funds for work to be done from one appropriation to another?—A. I do not.

Q. Have you been ordered to take back men that you have discharged for cause, and have you done so?—A. I have been ordered to take back a man named F. L. Marks, who had been discharged for cause, and discharged for causes which would involve a court of inquiry, and that court was held by order of the commandant of the yard, and under the direction of officers in the yard. He was discharged and afterward re-employed by commandant's order.

Q. Do you know of any officer or employé of the Navy who has given any consideration in money or property, or the representative of either, for any position or for any benefit to be derived?—A. I do not.

time has been spent at the Naval School; consequently I have not as much knowledge on that subject as some other constructors have had; but it has been done in one case since I have been stationed at this yard, as before cited.

Q. The old bills have been destroyed, and new ones made out?—A. Yes, sir.

Q. Dated forward, in the current year?—A. Yes, sir.

Q. Are the bills you are incurring now being paid, or are they held back for want of money?—A. I can't answer that question.

Q. Do you know how much money is to your credit in your bureau?—A. I have no means of knowing.

Q. When they set apart the money for your bureau, whom do they inform of it; the purchasing-paymaster?—A. There is no one informed. When there is a sufficient amount of money to meet all the requirements of the service, no special allôtment is made for each month; but when the funds have run short, they have frequently called upon us to know how much money would we require to do the work then ordered for that month. That estimate is made and submitted to the paymaster, and a requisition made for it. If the bureau sees fit to approve of it, they so notify him, and he draws for the money. Frequently we are bound down by the bureau to a certain sum, not to be exceeded during the month.

Q. Do you owe any debts now in your bureau?—A. I can't answer that question.

Q. How long will it be before the Essex and Enterprise will be ready to go to sea?—A. I can only speak of the Enterprise. If I was allowed sufficient money to give the contractors the amount of work they require to complete their ship under the specifications, and to do the work I shall be obliged to do on the part of the Government, the ship could be got ready for sea in two months; working as they are now, it will not be ready in six months. Although not entirely completed, the engine and boilers are in the ship. They were built at Hartford, by Woodruff & Beach; they have since failed, and now the thing is in the hands of their assignees.

Q. Could you not have built them as well here?—A. I think that question could be answered more satisfactorily by the chief engineer of the yard.

Q. Why were they not built here?—A. I cannot say why they were not built here.

Q. Do you know anything about the breaking up of the Virginia at Boston?—A. Nothing more than that a portion of her has been broken up.

Q. Do you know anything about the sale of gun-carriages at the Boston navy-yard?—A. I do not.

Q. Was there any advertisement, or competition in any way, invited for the completion of the Enterprise?—A. None to my knowledge.

Q. Was there any competition invited in any way for the building of the spars?—A. None to my knowledge.

Q. Look at the paper which I hand to you, submitted by the constructor at the Kittery navy-yard, embracing the things necessary to be done, and tell me, from them, the cost thereof to complete the Enterprise?—A. The total cost is, for material, $22,029; and for labor, $43,641; making a total of $65,670.

Q. In either instance, the Government completing the vessel or the contractor completing the vessel, the material would be furnished by the Government, would it not?—A. In either case

Q. Then the contract with Mr. Griffiths is for what comes under the technical term of "labor?"—A. Yes, sir.

KITTERY, ME., *March* 18, 1876.

Constructor T. D. WILSON recalled.

By the CHAIRMAN.

Question. Look back to a lot of iron rejected by "Yards and Docks" and afterward purchased, in accordance with the orders of the Bureau of Construction, of David Babcock & Co., of New York. How much does it amount to?—A. That was rejected by "Yards and Docks" as not coming up to their schedule, as they called for Norway iron, while it was good English iron, and well worth the price paid for it by Bureau of Construction, $5,826.35, and was required for use.

Q. Did you make an estimate of the amount necessary to complete the Enterprise ready for sea after Mr. Griffiths' first contract?—A. I did; that was the one you alluded to before you asked about this iron of Babcock & Co.

Q. How much was that estimate?—A. I shall have to ask you to say whether you mean for labor or material.

Q. For labor.—A. For labor it was $43,641.

Q. How much has been or is to be, by the terms of those two contracts, paid to Mr. Griffiths on his second and third contracts, on that estimate?—A. $31,500. That is what he is to be paid.

Q. How much is then is left for the Government to do to complete that vessel ready

for sea, after the payment to Mr. Griffiths of the $31,500 shall have been completed?—A. $21,883.

Q. Adding what the Government pays Mr. Griffiths in his second and third contracts, with the amount required to be performed by the Government to complete the Enterprise ready for sea, what is the total to be expended by the Government to complete that vessel ready for sea?—A. $56,383.

Q. How much greater is that amount than your estimates for her completion by the Government after Mr. Griffiths' first contract?—A. $12,742.

Q. Will the Government have to expend that much more to complete the vessel for sea by reason of the contracts with Mr. Griffiths than she would have done if she had done the work herself?—A. She will.

Q. How much of the work embraced in Mr. Griffiths' second contract ought to have been done by him in his first contract?—A. About two-thirds, in my opinion. That is, two-thirds of $18,758, that it was estimated this work would cost the Government to do it. It is about $12,500.

Q. What was the estimated cost of doing the same work by the Government that was contracted to Mr. Griffiths in his second contract of $25,000?—A. $18,758.

Q. How much was the cost to the Government of both labor and material for building the Essex up to the time of her removal to the Boston navy-yard?—A. For labor, $95,730.61; for material, $86,997.95—total, $182,728.56.

Q. How much money has been expended by the Government and by Mr. Griffiths on the Enterprise to the present time, in labor?—A. Paid and to be paid in contract and bills to Mr. Griffiths, $83,700 on the Enterprise; labor by Government employés to March, 1876, $47,190.35, to assist in completing the vessel.

Q. What amount of labor on the part of the Government yet remains to be done before the vessel is completed for sea?—A. A very large amount; but I cannot state accurately.

Q. Can a perfect statement of the cost of each of those ships, the Enterprise and the Essex, be now made?—A. It cannot.

Q. When, then, can that be done?—A. When they are complete in all respects for sea.

Q. Do you mean when there is no more work to be done on the vessels?—A. Yes, sir; that would cover it, when they are complete in all respects and ready for sea.

Q. Has any contract been made with Mr. Griffiths to build the spars of the Enterprise? If so, what?—A. Yes; a contract for $6.500.

Q. Will you please attach a copy of the contract to your testimony?—A. I will furnish a copy. (Copy attached.)

Q. After said contracts was the commandant ordered by Mr. Hanscom to put in operation a saw-mill, or other machinery necessary to facilitate the work on the same?—A. He was by order of the bureau, dated October 4, 1875. In order to carry out that order it was necessary to take on an engineer and fireman and the necessary operatives to run the mill.

Q. Could you give an estimate of the cost of all that?—A. I could give you the actual cost of it in a day or two, about $61.56.

Q. At what cost was that supplied?—A. I will furnish a statement of that cost: $61.56.

Q. Was Mr. Griffiths relieved from any part of that contract by order of Chief Constructor Hanscom?—A. He was.

Q. Of what portion was he relieved?—A. Block-makers' work, shelving of the spars.

Q. Did you consider that the work he was relieved from belonged properly to his contract?—A. I did, and so stated to Mr. Griffiths.

Q. What do you estimate the cost of that work to be of which he was relieved by Mr. Hanscom?—A. I should say about $50.

Q. Did you require Mr. Griffiths to do that work before you were ordered by Chief Constructor Hanscom that he was not required by his contract to do it?—A. I told Mr Griffiths verbally in my office that I considered that it was part and parcel of his contract. He objected to doing it, and stated that he would refer it to Mr. Hanscom, and subsequent to that an order was received relieving him from it.

By Mr. JONES:

Q. After you made the estimate to complete the Enterprise, did you add any per cent. to your estimate?—A. We never make an estimate without adding a percentage for contingencies.

Q. In your estimate of expenditures, do you consider that it was sufficient to cover all expenses?—A. I do.

Q. Can you give us a statement of the amount of material that was carried away on the steamer Essex to the Charlestown navy-yard? Was that material to be used in the completion of the vessel or the construction of the vessel?—A. It was. It was in a partially-finished condition.

(Copy of schedule of materials sent with Essex to Boston attached.)

Q. With the machinery now in the Enterprise, what speed will she make?—A. With the engine she has and six bilge-keels on the vessel, I believe she will never make more than 8 knots. Take off the bilge-keels and she will make 10 or 11.

NAVY-YARD, PORTSMOUTH, N. H., *October* 29, 1874.

Invoice of articles shipped by Theodore D. Wilson, Naval Constructor, United States Navy, on board the United States steamer Essex, bound for navy-yard, Boston, and consigned to the commandant there.

Fore and main:

34 chain heads; 34 bottoms of chains; 16 channel stay heads; 16 bottom stays; 16 arms for stays; 4 heads for topgallant back-stays; 4 buttons for topgallant back-stays;

Mizzen:

10 chain heads; 10 bottoms for chains; 4 channel stay heads and 4 arms; 4 bottoms for ame; 44 ring-bolts for chain and channel stays; 72 chain and preventer bolts.

Fore, main, and mizzen:

54 staples and plates for chain and channel stays; 44 preventer plates; 20 knees for channels; 38 double-eye bolts; 38 train tackle-eye bolts; 207 hammock hooks; 80 port hooks and 80 eyes for same; 95 ring-bolts for ports and 2 large stanchions; 43 stanchion feet for poop and forecastle decks; 22 hatch rings; 225 rivets for hammock stanchions; 2 bolts and huts for bobstay plates; 1 clasp and 2 eyes for flying-jib boom; 2 pump standards, straps and keys; 2 pump brakes with keys complete; 6 pump connections; 21 breeching-bolts; 158 eye-bolts; 25 ring-bolts; 54 bolts for channel stay arms, for main and mizzen; 4 water-closets; 2 water-closet bends; 13 port-light linings; 8 sea-cock couplings; 21 port-light drips; — channels complete; 2 pieces bow chocks; between-deck stanchions, partly done; fife rail and stanchions, partly done; pin rail, partly done; bowsprit, finished; jib-boom, unfinished; jib-boom, flying, unfinished; 52 sections for ward-room and steerage, completed except putting in banisters, (which are shipped in box;) all cabin sections partially completed; plank for cabin and wardroom cornice, partially worked; 3,500 feet 1⅛ inch bulk-head plank, finished; 3,000 feet 1¾ inch bulk-head plank, finished; 250 feet hammock rail sheath boards, finished; 15 pieces G. cleats, finished; 22 oak stanchions, finished; head and gangway boards, finished; 1 sky-light, finished, except glazing; 1 sky-light, unfinished; poles with ward-room, steerage and cabin sections marked; plan board of wardroom, steerage, and cabin cornice; 4 sets main pump boxes; 6 pieces main pump pipe; 4 bulk-head gates; 1 brass bitt; 4 bitt heads; 20 pieces for main pumps; 6 stanchions for sky-light; 6 corner pieces for bitts; 20 corner pieces for channels; 8 stanchion lockets; 2 caps for bitt-heads; 16 pieces for shifting rail; 2 ventilators; 1 force-pump; 2 cast-iron bitts; 1 set forgings for pump; 3 slide bolts; 2 magazine overflows; 2 deck pipes; 2 pipe covers; 28 brass bolts; 1 belaying-pin.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, September 27, 1875.

SIR: Your letter of the 23d instant, in reply to the bureau's letter of the 30th ultimo, has been received, and your offer therein made to make and fit complete the spars of the United States ship Enterprise, now at the Portsmouth yard, for the sum of six thousand five hundred dollars, ($6,500,) the work to be done by you to include all spar-makers', blacksmiths', iron-platers', and painters' work required, and to be to the entire satisfaction of the bureau, is hereby accepted.

The iron and other materials required for doing the work will be furnished by the Government, as needed, and the usual facilities of the yard allowed you.

Payments will be made as the work progresses, upon bills in triplicate, approved by the commandant of the Portsmouth yard.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

JOHN W. GRIFFITHS, Esq.,
Portsmouth, N. H.

KITTERY, ME., *March* 17, 1876.

PHILIP HICHBORN sworn and examined.

By the CHAIRMAN:

Question. What is your occupation?—Answer. I am naval constructor in the United States Navy.

Q. How long have you been in the employ of the Government?—A. Since I was sixteen years of age—twenty-one years.

Q. Were you in the service of the Government before you were naval constructor?—A. Yes, sir.

Q. In what position?—A. I served my time with the Government as an apprentice.

Q. Did you hold the position of assistant naval constructor before you were appointed constructor?—A. Yes, sir.

Q. How long were you in that position?—A. I was six years as assistant constructor.

Q. At what yards have you been located in your official capacity?—A. I have been at the Boston navy-yard, Mare Island navy-yard, Kittery navy-yard, League Island navy-yard.

Q. How long were you at the Kittery navy-yard?—A. Nearly six years.

Q. During the time while you were here was the hull of the Enterprise sloop-of-war undertaken to be built?—A. Yes, sir.

The CHIRMAN. During that time the following act was passed:

"AN ACT to authorize the construction of eight steam vessels of war, and for other purposes.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Navy be authorized to construct eight steam vessels of war, with auxiliary sail-power, and of such class or classes as, in his judgment, will best subserve the demands of the service, each carrying six or more guns of large caliber; the hulls to be built of iron or wood, as the Secretary may determine: *Provided*, That the aggregate tonnage of the whole number shall not exceed eight thousand tons, and that the cost of building the same shall not exceed three million two hundred thousand dollars: *And provided*, That four of said vessels shall be built in whole or in part, in private yards, upon contract with the lowest responsible bidder therefor, upon public competition and proposals, due notice thereof being given by advertisement, upon models, specifications, and drawings furnished by the Navy Department and under its direction and supervision, if, upon full examination and consideration the same shall be deemed practicable by the Secretary of the Navy; or the hulls of any portion of said vessels may be built upon private contract in the Government yards upon like proposals, models, specifications, drawings, and supervision, and upon like examination and consideration, the Government in either case furnishing such materials as may be deemed practicable by the Secretary of the Navy.

"SEC. 2. That neither of said vessels shall be commenced until full and complete models, specifications, and drawings shall be made for its construction in all its parts. And after such models and drawings are approved by the proper authority they shall not be changed in any respect when the cost will exceed one hundred dollars, except upon the recommendation of a board of survey composed of not less than five officers of the Navy, and approved by the Secretary of the Navy; and if changes are thus made, the actual cost of and damage caused by such change shall be estimated by such board of survey; and the terms of the contract shall provide that the contractors shall be bound by the estimate of said board as to the amount of increased or diminished compensation they are to receive, if any, in consequence of any such changes.

"Approved February 10, 1873."

Proposals for building sloop of war at Kittery navy-yard.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
July 30, 1873.

Proposals will be received at this bureau until 12 o'clock m., on the 1st day of September next, from builders or mechanics qualified to do the work, for the raising, framing, and ribboning, planking from keel to rail, ceiling, including keelsons, clamps, spirketting, and battery, to rail, putting in decks, including all bitts, &c., putting on main and hammock rails, channels and chains, building store-rooms, magazines, and lockers, joiner-work inside and out, calking and scraping, building quarter-galleries and setting head, and painting complete of a sloop of war of about 640 tons. The materials, tools, and facilities for doing the work will be furnished by the Government. The Chief of the Bureau of Construction and Repair will be at the Kittery navy-yard on Wednesday, the 20th of August next, and, in connection with the naval constructor of that yard, will meet persons desiring to make proposals for the work above mentioned, and will give all necessary explanations concerning the work to be done, and in regard to the character of the materials, tools, and facilities to be furnished by the Government. Plans and specifications may be seen and examined by applying to the commandant of the Kittery navy-yard after August 1, 1873.

Q. Before the work was begun on the Enterprise, were complete models, specifications, and drawings made of its construction, in all its parts by the Navy Department?—A. I have not the means of knowing that, sir. Portions of the plans were sent here.

By Mr. BURLEIGH:

Q. Is there anything unreasonable or impracticable in that law relating to contracting for the building of such vessels?—A. Not that I know of.

Q. Does not that law allow large discretion to the Secretary of the Navy, and leave him to build such ships as in his judgment are required at the present day?—A. I should say it did.

Q. In wooden vessels is not speed, with such long-range guns as a vessel will carry, to be desired, and are such vessels of war what the country believes we require?—A. I consider those two important elements.

By the CHAIRMAN:

Q. When did you come to Kittery?—A. I came here in June, 1870.

Q. When did you leave here?—A. I left here in November, 1875.

Q. Were you present when Mr. Hanscom came here to meet the ship-builders who were likely to bid for the building of those vessels which it was proposed to build here?—A. Yes, sir.

Q. While he was here on the yard, was the Secretary of the Navy with him?—A. Not to my knowledge.

Q. Was Mr. Griffiths with him?—A. Yes, sir.

Q. Who was here to receive information from him; who met him here?—A. Mr. Fernald, a ship-builder in Portsmouth, Mr. McMichael, and Mr. Griffiths.

Q. How long did Mr. Hanscom remain in the yard?—A. I judge about three hours.

Q. Who was he with when he was here, mostly?—A. Most of the time he was with Mr. Trickey.

Q. He wasn't a ship-builder, was he?—A. No, sir.

Q. What led him to his society, when he came here to confer with ship-builders?—A. I don't know, sir.

Q. With whom did you last see him on that occasion?—A. Mr. Trickey.

Q. At what time were you appointed inspector of the Enterprise?—A. I was officially appointed December 24, 1873.

Q. The contract is dated September 18, 1873.—A. During the interval I had more or less business in the ship all the time.

Q. At what time did Mr. Griffiths commence building the hull of that ship under his contract?—A. I should judge it was about October, 1873.

Q. Were he furnished with material by the Government all the time as he wanted it?—A. To the best of my knowledge he was.

Q. Were there any delays occasioned to him or his hands by reason of the Government not having the necessary material to work up into the ship?—A. Only those delays that naturally occur in any work. You sometimes find that you want a thing which you don't have at hand, and you have to hunt it up.

Q. It was in the yard, was it not?—A. I think at one time we ran short of the proper size of copper.

Q. Did he notify you that he would want that before the time when he wanted to use it, and did you have it here on the ground by the time he found it necessary?—A. He didn't notify me. He might have notified the constructor. I was assistant constructor, and in any business transactions he went more particularly to the constructor than to me.

Q. That was Mr. Webb?—A. Yes, sir.

Q. Do you know of his discharging any hands or stopping his work during any of these temporary delays?—A. No, sir.

Q. They were all here at work all the time?—A. Yes, sir; I have to judge of that from observation. I didn't keep the time.

Q. How do you account for the difference in the cost of the material used in the Essex and the Enterprise?—A. There are several reasons. One would be the improper use of material by the contractors, the waste of material so to speak. Another would be that the Government economized in the selection of material, having used material that was taken from another ship. The Illinois was torn to pieces in that same house, and the beams, knees, and such articles were carefully saved for the purpose, and under orders from the bureau to be used a second time, and Mr. Webb instructed me in tearing the old ship to pieces to save those things so that they might be used again. They were carefully taken down, and instead of sawing them and destroying them, they were put one side in one of the timber-sheds, and saved for that purpose.

Q. In working up the material that the Government furnished Mr. Griffiths he was not as careful as the Government was with its own material, was he?—A. No, sir.

Q. Did he have the selection of the best material for his ship?—A. He had the best there was in this yard.

Q. In case of any collision between the interests of the Government in carrying on the work here and his interests, wasn't the preference always given to Mr. Griffiths?—A. Always. Mr. Webb so instructed me repeatedly.

Q. How do you account for the difference in the cost of building those vessels?—A. I have no knowledge that there is *any* difference in the cost.

Q. You don't know that there is any difference between them?—A. I gave you an opinion that I don't think there is *any* great difference.

Q. In the cost of labor?—A. No, sir.

Q. Were the facilities of the yard given to the contractor in accordance with the terms of that contract in building the hull of that vessel?—A. To the best of my knowledge, they were.

Q. You are familiar with Mr. Griffiths' contract, have seen it and read it?—A. I have read it.

Q. Was he a competent man and qualified to do that work?—A. I should say he was competent enough to do that work.

Q. Did you assist him any way about the work?—A. Not Mr. Griffiths in particular. I did his foreman.

Q. I mean did you assist him or those working for him?—A. Yes, sir.

Q. Did Mr. Griffiths superintend his work, or did some body else do it?—A. Mr. Hallenbeck, his foreman, superintended the work.

Q. Was Mr. Griffiths on the yard all the time, or here frequently or unfrequently, or constantly?—A. He was not here constantly.

Q. Mr. Hallenbeck was here all the time?—A. Mr. Hallenbeck was here all the time, and our dealings were principally with Mr. Hallenbeck.

Q. With whom did you consult principally about the work, Mr. Griffiths or Mr. Hallenbeck?—A. Mr. Hallenbeck.

Q. Is he living or dead?—A. I understand he is dead.

Q. Was Mr. Griffiths often absent from the work?—A. Yes, sir.

Q. What alterations were made in the original plans for doing that work?—A. There were two or three alterations made.

Q. What were they?—A. One was an alteration of a hatch on the berth-deck of the ship; another was an alteration in the arrangement of the rooms on the berth-deck; another was an alteration on the forecastle-deck. That is all that I remember just now.

Q. Were any of those alterations to the advantage of Mr. Griffiths, or otherwise?—A. One of them was to his advantage.

Q. How much to his advantage in money, do you think?—A. I shall have to speak from memory—say $90.

Q. How much were the other alterations to the advantage of the Government, if they were?—A. I put them down in my book at the time. The forecastle-deck clamps were to the expense of Mr. Griffiths, $35. Alteration made in the fireman's hatch, on the berth-deck, $30; that was the actual expense. I kept the run of the men who were doing the work; the material we furnished; that was no expense to him.

Q. So that, on the whole, the alterations resulted to his advantage?—A. Yes, sir.

Q. Do you know whether he put on the quarter-galleries or not?—A. He did not.

Q. What would it have cost him to have put on those quarter-galleries?—A. I will have to approximate it as nearly as I can—$1,200 to finish them complete, the work that was required of him by the contract.

Q. Then there was the galvanizing of the wrought and cast iron. He contracts to do all the practicable galvanizing of wrought or cast iron; was that done by him?—A. That was done by the Government.

Q. It was not done by Mr. Griffiths?—A. No, sir.

Q. What would it have cost him to have done that?—A. These things I will have to give from memory, as nearly as I can.

Q. Did not the Government have this labor charged?—A. I think there is an account of that in the constructor's office. I believe there is a bill made out for that.

Q. About what is it?—A. It wouldn't be far from $900.

Q. Now, is there anything else in this contract that you know of that Mr. Griffiths didn't perform according to his stipulations?—A. Yes, sir; there are a number of things. In the building of the Enterprise there were constantly arguments arising between the contractor, myself, and the naval constructor as to what work he was to do; he claiming that he was not to do certain things. In consultation with the constructor and on referring to the contract, we decided that he was to do those things—that the contract read so. Many times Mr. Webb, the constructor, went up and conferred with the commandant of the station, Commodore Howell. They would read over the contract together, and they would decide that the contractor had those things to do, but he failed to do them, and there was a large amount of work remained undone, and Mr. Webb gave me an order to make out a list of such things as I thought the contractor ought to do, keeping in view the contract all the time, and he said that he would do the same thing. He made out his list and I made out mine. We compared them together, and there was very little difference; but upon the final settlement we both agreed on a list of things that the contractor should do, as he understood the contract, and as I understood it. He said that he understood that Mr. Hanscom was to be here in a few days, and we would refer this matter to Mr. Hanscom and get his decision upon it. The list was shown to Mr. Hanscom, and what his decision as to the list was I don't know exactly, but I know that afterward Mr. Griffiths prepared a list, and had a conversation with Mr. Hanscom with regard to it, and Mr. Hanscom marked on that list what Mr. Griffiths

was to do and what the Government was to do. Mr. Webb informed me that that was the chief's (Mr. Hanscom's) decision, and I took it down in my book, which I have here. Some of the things that we decided should be done by the contractor, Mr. Hanscom decided that it belonged to the Government to do.

Q. Now, will you give the list of things that you and Mr. Webb agreed the contractor should do to complete his contract?—A. The quarter-galleries were left off, that is, neither the contractor nor the Government was to do anything about them. Mr. Hanscom decided that no quarter-galleries were to be put on by the Government or the contractor either. They were to be left off the vessel. Cut-water by the contractor, carving by the Government.

By Mr. BURLEIGH:

Q. Does that cover any moldings?—A. No, sir.

By the CHAIRMAN:

Q. Won't you give us the list of the work which you and the constructor agreed that the contractor ought to do according to his contract?

A. Quarter-galleries, cut-water, carving aft stern-posts, shoe and rudder, mizzen-mast stop, engine-kelson, stanchions, iron stanchions, iron coaming, oak chocks on poop and forecastle-decks, capstan and fittings, chain-pipe stoppers, top-sail sheet-bits, towing-bits, cat-heads, castings on stem, channel-stays, chains, mooring-shackles, fore and main pumps, scuppers, port-shutters, hammock-rails and nettings, hawse-pipes, stanchions on forecastle and poop, sea-steps, ladders and gratings, scuttles for coal, coppering and shoe, air-ports, ventilating-pipes, steering-wheel, magazine and shell-room, hammock-hook, sail and bread-rooms, ring and eye bolts in chain lockers, galley-platform, water-closets, canopies over hatches, shot-racks, spar-frame, swinging-boom, irons on channels, iron stanchions, boat davits and fittings, scupper-blocks and chain chocks, warping chocks for bridle-ports, plumber's work, joiner-work, painting, ventilators under main-rail, cleats for mess-chests on berth-decks, rods for clothes-bags, iron on bulkhead of magazines and shell-rooms, gun-tackle and breeching-bolts, train-tackle bolts, torpedo-fittings, chain-chocks, chocks on main-rai for boats, hold fitted for hawsers and gear, reels for hose and hawsers, gang-ways to be covered with brass, channel-chests, bumpkins for main-brace, side-chocks to sheave leaded and fit, cavils and cleets, chocks to holes for tiller-ropes, eye-bolts and Lewis-bolts, eye-bolts for head-sheets, eye-bolts for tacks and studding-sail gear, boom-crutch for anchor-boom, bill-boards and fittings, iron warping-chocks, eye-bolts outside for sheet-chain, wood-work for coal-bunkers, capstan and anchor-bars, life-buoys, light-boxes, hatch-bar, wood and iron, deck-lights and ventilators, boat-chocks, pin-rail for head-sheets, tin over the galley, ash-shoot, bowsprit hole to be cut and leaded, rollers against bowsprit bits for chain, castings for Jacob's ladders.

Q. I understand that those articles Mr. Griffiths insisted were not embraced in his contract?—A. No, sir; he didn't insist that all of those were not in his contract. That was what remained, in our opinion, for him to do. That was what we claimed he ought to do, and there was a difference of opinion, and we made out the list. The following items Mr. Webb informed me that Mr. Hanscom had decided that Mr. Griffiths was not bound to do under the contract: Carving, capstan and fittings, fife-rails, pin-rails, coppering steering-wheel, canopies over hatches, shot-racks, spar-frame, awning-stanchions, cleets for mess-chests on berth-decks, rods for clothes-bags, torpedo-fittings, chain-chocks, chocks on main-rail for boats, hole fitted for hawser and gear, reels for hose and hawsers, channel-chests, chocks for tiller-ropes, eye-bolts for head-sheets, tacks and studding-sail gear, boom-crutch for anchor-boom, eye-bolts outside for sheet-chains, capstan, and anchor-bars, life-buoys, light-boxes, rollers against bowsprit bits for chains.

Q. Mr. Hanscom decided that certain things Mr. Griffiths was to do, and certain things he was not bound to do. Did he do what Mr. Hanscom decided he must do under the first contract?—A. No, sir.

Q. Give us the items that he didn't do that Mr. Hanscom decided he was to do.—A. Small stanchions, iron stanchions in the hold of the ship, chain-pipe stoppers, catheads, main and fore pumps, port-shutters, stanchions on forecastle and poop, scuttles for coal, swinging-boom, iron on channels, boat davits and fittings, scupper-plugs and chain chocks, two-tenths of the plumber-work, three-tenths of the joiner-work, one-tenth of the painting, iron on bulkheads, magazines and shell-rooms, gun-tackle and breeching-bolts, train-tackle bolts, gangways to be covered with brass, bumpkins for main-braces, cavils and cleets, eye-bolts and Lewis-bolts, bill-boards and fittings, iron warping-chocks, wood-work for coal bunkers, ash-shoots, and many other small jobs.

Q. Now, will you give us what the cost of that labor would have been if it had been performed?—A. I can only give an approximate estimate—$2,500.

Q. What would it have cost him to have complied with his contract?—A. As in the other case, I can only approximate. I should say $5,800.

Q. Take Mr. Griffith's contract, and give us, if you can, an approximate estimate of the value of the exemptions made in the contractor's favor by the chief of bureau.—A. I should say about $6,000. I prefer to speak within bounds all the time.

By Mr. BURLEIGH:

Q. What did you make up your mind would be the value of putting the copper on her?—A. I think it could be put on for about five or six hundred dollars. I think there is no doubt about that.

By the CHAIRMAN:

Q. Did you sign any bills on that contract-ship?—A. I did.

Q. Did you sign all of them?—A. No, sir; I signed four of them; I signed the seventh payment, the seventeenth payment, the reservation-bill, and the launching-bill.

Q. By whose order did you sign those?—A. By order of the commandant of the yard.

Q. Do you know whether there was an order from the chief to him to have those bills signed?—A. Yes, sir; he sent it down to me.

Q. Mr. Hanscom had ordered him to have them signed?—A. Yes, sir.

Q. Did the Secretary's name appear on those papers?—A. I never saw the Secretary's name on them.

Q. Did you ever see the Secretary on the yard?—A. O, yes. sir.

Q. Was he here when Mr. Hanscom first came here?—A. That I can't say.

Q. Was he here with Mr. Griffiths at any time?—A. Not to my knowledge.

Q. Was he here several times during the building of that ship?—A. He was here during the time the ship was building, but whether it was several times or not, I can't say.

Q. You never saw him here in company with Mr. Griffiths?—A. No, sir; I saw him here socially. I would see him with the commodore.

Q. You wouldn't have signed those bills because the contract was not completed unless you had been ordered to do so, would you?—A. No, sir.

Q. Did you furnish the list you have been talking about here, which you and Mr. Webb agreed upon, to Mr. Griffiths?—A. I don't know that I furnished it to him. I furnished it to Commodore Howell.

Q. Did Commodore Howell make any report of it to anybody?—A. He wrote a letter to the Department, and read it to me.

Q. Did he indorse your views about it?—A. Yes, sir; and added more to it, he said, from his own observation.

Q. Was that a private or an official letter?—A. That I can't say, sir. It was written off-hand.

Q. Did you understand that that contract required Mr. Griffiths to deliver that vessel in the water?—A. Yes, sir.

Q. Is it not the universal custom among ship-builders to deliver their vessels overboard?—A. That is as I understand it.

Q. Did you ever know a ship-builder to deliver his vessel to a person on the blocks?—A. I am not familiar with outside work. I can't say about that. I have been entirely in the employ of the Government the most of my life.

Q. Was it according to your interpretation of the contract, and that of Mr. Webb, that the vessel ought to have been delivered in the water?—A. I think we both understood it so.

Q. Then the $2,000 that was paid for launching the ship was $2,000 more than he ought to have been paid under the contract?—A. Yes, sir; I should say so.

Q. Who put the ways under her?—A. The Government hauled them under with the cattle.

Q. You got out new ways, didn't you?—A. The upper ways were made new.

Q. And the hands around the yard assisted in that work?—A. Yes, sir.

Q Now, after all that was done, how much more would it have cost the Government to have launched that vessel?—A. About eight hundred dollars.

By Mr. BURLEIGH:

Q. Do you think that the services of Mr. Griffiths and his men in launching that vessel were worth $800 outside of what the Government did?—A. I can't tell exactly how high a price he paid his men, or how many he had there.

Q. He didn't have more than 15 or 20, did he?—A. He would have to have a few more than that.

Q. Could he have spent more than three hundred days' work on launching that ship?—A. If you put the question to me if I think that he spent three hundred days on that work, I don't think he did.

Q. Did it take twenty-five men twelve days to get ready for launching?—A. I don't think it did.

By the CHAIRMAN:

Q. Mr. Griffiths has rendered a bill for extra work as follows: "Extra engine kelson, $225;" do you know anything about such a thing as that? Was that extra work?—A. No, sir; it isn't extra work.

Q. "Damages to planks, $250;" do you know anything about any such thing as that? Did the Government damage his planks $250 worth?—A. He had no plank there.

Q. Therefore that is not a proper charge he has made there?—A. No, sir.

Q. "Extra molding outside, $150;" is that a proper charge?—A. No, sir.

Q. Then he brings a charge for thirteen days' demurrage, at $35 a day, $455; is that a proper charge?—A. No, sir.

Q. "Seventeen days' demurrage at $35 per day, $595;" is that a proper charge?—A. No, sir.

Q. "Forty-six days' demurrage, at $35 per day, $1,610;" is that a proper charge?—A. No, sir.

Q. "Seven days' demurrage, at $35 per day, $245;" is that a proper charge?—A. No. sir.

Q. Making an aggregate of $5,250 for demurrage, and $625 for extra work, or a total of $5,875. Do you say that that is a proper charge, and he is entitled to that extra pay?—A. That is not a proper charge.

Q. Had he any right to make a charge against the Government either for extra work done on that vessel, or for damages inflicted on him by reason of not furnishing him with material?—A. No, sir.

Q. Was Mr. Griffiths' foreman a competent man, a qualified man for his business?—A. Mentally he was qualified, physically he was not.

Q. A man ought to have physical as well as mental qualifications to discharge those duties, had he not?—A. Certainly.

Q. Was there any deduction made in favor of the Government by reason of the quarter galleries having been left off?—A. None that I ever knew or heard of.

Q. Who did the galvanizing for the Enterprise?—A. The Government.

Q. Was the Government compensated for it?—A. Not that I ever knew of.

Q. You said that the alterations made on the berth-deck were in favor of whom?—A. In favor of the contractor, in one case.

Q. Was the contractor obliged at any time to reduce his force on account of the Government not furnishing material for him to work on?—A. Not to my knowledge.

Q. Did he proceed with the work as fast as it was possible?—A. I should not say he did.

Q. Do you know of any particular case where he could have proceeded faster?—A. Yes, sir.

Q. Well, name it.—A. He could have put the decks in faster, and the knees, and built the cut-water faster.

Q. Then, if the Government had been behind in furnishing materials, he still could have kept his hands engaged on this other business which you have spoken of?—A. Yes, sir.

Q. Did he cause the Government any delay in building the Government vessel, the Essex?—A. Yes, sir.

Q. Mention some instances.—A. In the getting out of our deck-plank, in the planing and molding of our knees, and lots of miscellaneous work that we would naturally do with the tools. When he was using them we had no other alternative but to stand still until he got through.

By Mr. BURLEIGH:

Q. Were the knees molded by the tools?—A. We planed them on the planer and sawed them with the saw; what we call molding. We have got a saw that will saw any shape and any bevel.

By the CHAIRMAN:

Q. Did you change any of the work on account of its being improperly done?—A. Yes, sir.

Q. What was it?—A. Several of the wale planks, one of the bottom planks, and four knees, I think, were changed.

Q. Have you got an estimate of the cost of all the work that was performed by the Government in building that ship?—A. Constructor Wilson has it.

By Mr. BURLEIGH:

Q. Was that kept along day by day?—A. Yes, sir.

By the CHAIRMAN:

Q. Was the painting complete on the Enterprise?—A. No, sir; I have said that one-tenth of it was left.

Q. Was that one-tenth performed by the Government?—A. No, sir; it remained unfinished.

Q. Who mixed the paints for them? Did any of your people assist in doing that?—A. Yes, sir; it was done under the supervision of our foreman painter.

Q. He mixed the paints for them?—A. Yes, sir.

Q. Who made the water-closets for the contractor?—A. The Government.

Q. Was the dead-wood properly bolted on the vessel?—A. No, sir.

Q. Was there any deduction made for that?—A. No, sir.

Q. Why was it not properly bolted?—A. He didn't bore the holes correctly.

Q. Did you assist them to make patterns for their iron-work?—A. Yes, sir; for the iron-stanchions in the hold.

Q. Who placed the capstan and fittings of the ship?—A. The Government.

Q. Was it the duty of the contractor to do that?—A. Yes, sir.

Q. Why did the Government do it?—A. The ship had got to be launched, and after she went into the water she had got to come to anchor. He put us in such a position that we were obliged to put the capstan in, because the minute she was in the water she was in our hands, according to the contract, and we did it for our own security.

Q. Do you know where the alteration of that list was submitted to your chief?—A. In a drawing-room car between here and Boston.

Q. By Mr. Griffiths?—A. Yes, sir.

Q. Did Mr. Hanscom make out this list and send it by Mr. Griffiths to you?—A. So Mr. Webb informed me.

Q. Who else was on that trip to Boston with those gentlemen?—A. Mr. Trickey. Those are the three I recollect particularly.

Q. Mr. Trickey, Mr. Griffiths, and Mr. Hanscom?—A. Yes, sir; I am not so certain about Mr. Trickey as I am about the other two.

Q. Where was she afterward coppered?—A. She was coppered on the second contract.

Q. Wasn't all this work executed under the second contract?—A. Yes, sir.

Q. This exceptional work that ought to have gone on the first contract?—A. Most of it.

Q At what expense to the Government did you put the main pumps into the ship?—A. That comes under the same head, you know, as putting the capstan in. The Government requires us, when we launch a ship, to have a pump in her. She had got to be launched, and there was no pump in her, and it fell upon the Government to put a pump in.

By Mr. BURLEIGH:

Q. Why had she got to be launched?—A. I don't know why she had got to be launched. There was no necessity for launching her.

Q. Did Mr. Griffiths say it didn't belong to him to put the pumps in?—A. He didn't put them in. I can't speak from memory whether we had any discussion about that or not.

Q. Don't you think that pumps belong to the hull of a ship?—A. O, yes, sir.

Q. You put them into your list?—A. Mr. Webb in our list conceded that.

Q. Doesn't the capstan, and putting it in, belong to the hull of a ship?—A. Yes, sir.

By the CHAIRMAN:

Q. Who placed the anchors and cables to stop the vessel when she was launched?—A. The Government.

Q. Did the Government receive her in the water?—A. Yes, sir.

Q. Was the launching at the Government's risk?—A. That I don't think was specified.

Q. Did the Government make all the launching wedges?—A. Yes, sir.

Q. And saw the material for blocking?—A. Yes, sir.

Q. Why did you saw it off?—A. He wouldn't receive it in any other way.

Q. Do you know of anything that was got out for the Essex, that was given to the contractor for the Enterprise?—A. The cants that were got out for the Government ship were given to the contract ship. That was so he should have no cause for complaint.

Q. Were the constructor, Mr. Webb, and yourself, and all the other officers here, disposed to give Mr. Griffiths all the facilities they could in the performance of his work?—A. Yes, sir.

Q. And you assisted him personally, or his hands, whenever he called on you?—A. In all cases.

Q. Do you know of a bill of $4,000, that was paid Mr. Griffiths?—A. I know of it; yes, sir.

Q Had you anything to do with it?—A. No, sir.

Q. You were here at that time?—A. Yes, sir.

Q. Why was that bill paid?—A. I don't know.

Q. Do you know by what authority it was made?—A. The constructor informed me by authority of the chief of bureau, Mr. Hanscom.

By Mr. BURLEIGH:

Q. Were you consulted at any time between the interview between Mr. Griffiths and Mr. Hanscom, and the time this bill for $4,000 was made out, in regard to any extras on the ship?—A. No, sir.

Q. Or in regard to any demurrage?—A. No, sir.

By the CHAIRMAN:

Q. Was there any survey or inspection of that ship before it was received on the firs contract?—A. Not to my knowledge.

Q. Do you know any reason why that bill should have been made?—A. I don't know any reason.

Q. Were you consulted in regard to it, or was Mr. Webb, or any of your officers here?—A. Not to my knowledge.

Q. Was any examination made by the Government officers in order to ascertain if any extra work was performed?—A. Not to my knowledge.

Q. Neither in regard to the demurrage, damages, or extra work?—A. No, sir.

Q. Were you not at that time the inspector?—A. Yes, sir.

Q. It would have been your duty to make that examination, and report if it had been so required?—A. I so consider it.

Q. Did you intend to inspect that vessel and report the contract performed or not performed?—A. I should have inspected her.

Q. The contract was performed by the Government, and all the payments made, and that relieved you from any inspection?—A. That ended it. There was nothing to be said after that.

Q. Were you called upon to know if this account was correct by Mr. Hanscom?—A. No, sir.

Q. Did he call upon Mr. Webb, as far as you know?—A. Mr. Webb was not here.

Q. Did he call in Mr. Wilson?—A. That I can't say.

Q. Were you not the proper person to consult in regard to it?—A. I so considered—one of the proper persons.

Q. And the constructor another?—A. I should say so.

Q. Why were you not consulted, if you know any reason?—A. I don't know any reason.

Q. You don't know, then, why you were not consulted?—A. No, sir.

Q. Have you ever seen an estimate for the labor and material to complete this ship by Constructor Wilson?—A. Yes, sir.

Q. Did you consider it a fair estimate?—A. I did.

Q. Have you seen the second contract given to Mr. Griffiths to complete the ship?—A. Yes, sir.

Q. Should not most of that work have been done by him on the first contract?—A. Yes, sir.

Q. How did the quality of the work on the Enterprise compare with the Essex?—A. Not so good.

Q. In what way was the work on the Essex better?—A. The joints of the work were better and more carefully put together, and more properly bolted.

Q. The hull was better after it was done?—A. Yes, sir.

Q. What do you think was the difference between the two? If you had been going to buy the two hulls for the Government as an agent, what difference would you have given in favor of the Essex?—A. I should be willing to give for the Essex in preference to the Enterprise from $6,000 to $8,000 more.

Q. At the same stage of completion?—A. Yes, sir; we did our work altogether different from them.

Q. What were the bilge-keels placed on the enterprise for?—A. I don't know, sir, any reasons, except to satisfy a notion of Mr. Griffiths.

Q. By whose order were they placed on her?—A. I understood from Constructor Wilson, by order of the chief, Mr. Hanscom.

Q. Have you ever been called upon to inspect the different articles received in the construction department?—A. I was called upon to inspect all they recived in construction.

Q. Were they of good quality?—A. On our own authority we accepted nothing but good articles.

Q. Have any articles ever been received after they have been rejected?—A. I only recollect one case in particular, at this moment.

Q. What is that?—A. That was a case of some whiting that Mr. Webb and myself and the foreman painter rejected.

Q. Was it received after that?—A. Yes, sir.

Q. Under whose order?—A. An order from the Department.

Q. From Mr. Hanscom?—A. It was from him.

Q. In whose favor was that order? Who was to deliver that whiting?—A. I don't recollect the names of the parties. Our books will show.

Q. Do you remember the amount of it?—A. It was about one thousand pounds.

Q. Do you remember when this was?—A. It was about three years ago, I should say.

Q. Can you tell me how the prices paid for lumber and material at this yard compared with outside prices at Portsmouth, Kittery, and around in the country?—A. To the best of my knowledge, the prices are high.

Q. How much higher than they are in Portsmouth?—A. From 10 to 15 per cent.

Q. Do you know of any material rejected by your Construction Bureau that has been received by either of the departments here?—A. I don't think of any now, sir.

Q. Has the live oak delivered at this yard been suitable for shipping purposes, all of it?—A. I should say most of it could be used.

Q. Why would the Government buy some that could not be used at all? Would that not be thrown out when you came to inspect it, and found that it wasn't suitable for ship-building?—A. It might be good timber, but not exactly suitable for ship-building.

Q. You don't buy any other live-oak timber here except for ship-building?—A. What I mean by that is, that regular timber for ship-building, most of it would be crooked timber; a great portion of this was straight.

Q. Then how would you use it?—A. I shall have to give a little explanation to answer

that. It would be good timber, and would be valuable if you built ships enough to use it. Every ship requires a certain amount of straight timber, and a certain amount of crooked timber. While it might be good timber and useful timber, it might not be just what we might require.

Q. Do you think that, upon an accurate and close inspection of the timber here, if the interests of the Government were properly consulted, a good deal of this live-oak timber would be rejected, or would any of it be?—A. Yes, sir.

Q. Do you know anything about the bending-machine?—A. I have seen it.

Q. What do you think about it as a ship-building factor?—A. I don't think it amounts to anything.

Q. If this machine were a proper thing to be used in ship-building, just as live oak, white oak, pine, and all those things, what would the thing have been worth?—A. It is a patented article, and that is a pretty hard question to answer. They will charge what they please. When you come down to what it will cost to make it, I can't tell you what it would cost to make it.

Q. About what do you think it would cost to make it?—A. That is a business I am not familiar with. I can only give you an opinion on that.

Q. Well, give me your opinion.—A. Making the patterns and building the iron-work, I should say would cost from $50,000 to $70,000.

Q. What is the Government doing with that machine now? Is it not abandoned?—A. The last time I saw it they were operating it.

Q. When was that?—A. I think about September, 1875.

Q. The Government was operating it?—A. Yes, sir; bending timber for some iron-clads.

By Mr. BURLEIGH:

Q. White-oak timber, or live-oak timber?—A. White-oak timber. They were proposing to cover the bottom of an iron-clad with white-oak timber—sheathe her outside.

Q. Could not that timber have been as readily bent in the steam-box?—A. No, sir. My opinion about the machine is formed from occasional visits to the yard. We were there as a board of naval constructors to see it work.

By Mr. JONES:

Q. What was their opinion of it?—A. I found no constructor in favor of it, from social conversation with them.

Q. How much does the Enterprise lack now of being complete?—A. Constructor Wilson can give you that information better than I can.

By Mr. BURLEIGH:

Q. How long have you known Mr. Griffiths, the old gentleman?—A. The first I knew of him was at Boston when he was putting in the bending-machine. That was the first time I was introduced to him. I had known of him for several years.

Q. Known of him as what—what was his occupation?—A. As building the Pawnee at the Philadelphia navy-yard for the Government.

Q. Is that the only contract you ever knew him to have from the Government?—A. That is all I recollect now.

Q. Did you read the proposals that were advertised for the contract on this ship?—A. Yes, sir.

Q. Do you know whether the contract given out was in accordance with the proposals?—A. I never made a comparison of that kind.

By the CHAIRMAN:

Q. Do you know of any advertisement for proposals to finish the vessel?—A. No, sir; the first I knew was advertised: that was in the newspaper.

Q. Did you ever make any estimate of what it would cost to complete the vessel from the closing of the first contract?—A. No, sir. Constructor Wilson did.

Q. You don't know by whose order he made it?—A. I judge by the order of the chief, Mr. Hanscom.

Q. How much more will the vessel cost, taking into consideration what is paid Mr. Griffiths on his contract to complete the hull and the spars, than if the Government had done all the work?—A. I cannot answer that without reference to books in the constructor's office. Constructor Wilson can answer that better, I think.

Q. How much of this work is the Government called upon to do in assisting the contractor to complete the vessel?—A. The resident constructor can best answer that question.

Q. How does contract-work compare with work done by the men employed by the Government in the yard by day's work?—A. It isn't so good.

Q. Do you know of any work under the second contract that should have been done under the first; and, if so, what?—A. One composition counter-knee, magazine-rods and casing of same, fore and main stay bolts, fore and main storm stay bolts, foretop-gallant and royal stay bolts, flying martingale stay bolts, jib and flying-jib guy bolts, martingale back-rope bolts, ring-bolts for lashing anchors, topsail-sheet bolts, topsail-halyard bolts,

eyebolts in hatch-bars, fore and main tack bolts, eyebolts over magazine and shell-room hatches, eyebolts for spanker-sheets, brass to be put on in wake of ladders to the poop and top-gallant-forecastle decks, one complete set of pump-gear, iron stanchions and rail in the head, bath-tubs to be fitted under forecastle as per plan, two mooring-chocks forward, of wood, to be fitted in the bridle-ports, port-shutters cut for guns and fitted with fearnaught and port bucklers where required, carpenters' work in connection with coal-bunkers, Lewis bolts and boxes put in place, all the necessary work in connection with the fitting and securing of the shoe, stern-post, rudder, and jacket, forecastle and quarter-deck scuppers, scuppers in hammock-nettings, fitting tanks and connection in water-closets, ventilator through cabin to be put in, water-closet and bath-room to finish in the cabin, put in the tub, bowls, and all the necessary fittings; bulk-heads of magazines and shell-rooms to be covered in the hold with galvanized iron, door-sills in cabin, wardroom, and steerages to be covered with brass, port-shutters made and hung, with rings and bolts on, and hooks complete; breeching, side, and train tackle, bolts to be put in hatch-bars, copper and iron to fit, coal-scuttles to be put in as per plan, five sets of boat-davits to be fitted complete, two to be fitted with cradles to stow boats in the waist, iron cleats where required; rabbeting for and making and hanging all the port-shutters, main-brace and fore-tack bumpkins, and all the fittings connected therewith; forecastle-rail, and stanchions on front of poop, bits and cat-heads to be completely fitted, bill-bars completely fitted, cavils and mooring-chocks, bolts for yard and stay-tackle falls, bolts for ladders for the fore and main topmast, fore and main top-gallant studding-sail halyards, bolts for leaders on masts, ropes, eyebolts for leaders for main topmast and main top-gallant studding-sail sheets, bolts in cheek-knees to hook on cat-falls, bolts for rudder-pendant stops, bolts for receiving whisker-jumpers, bolts for stay and tackles, ash-chutes to be cut in side of ship, bolts in topsail-sheet bits for stoppers.

Q. How much do you estimate that work will cost?—A. The resident constructor can best give you that. I do not care to estimate on his work.

Q. Is there any check on the timber-inspector, or any way to detect any fraudulent entries that he may make in his books?—A. I do not know of any. There was no check on the timber-inspector's account. The routine of keeping the accounts has been changed within the last three months. He had everything in his own hands, and balances his own books, and I should say there was no check on him. He received and expended himself.

Q. His bills do not have to go for approval to anybody else, so that there are not two persons keeping the same accounts?—A. No, sir. The bills for material have always to be signed by the constructor, the quantity delivered.

Q. While you were here, did you know of timber being received in this navy-yard that had not been required by requisition from your constructor, ordered here by the chief of bureau at Washington?—A. There was timber often landed that we did not know anything about until it came; we would afterward get orders from the Department to receive it.

Q. Who were the persons who delivered it here?—A. The principal contractors delivering timber while I was here were Trickey & Jewett, Bigler & Swift. Those were the larger dealers.

Q. Were you ever ordered to receive any timber that you did not want?—A. I don't recollect anything of the kind.

Q. Do you know whether the contractors were paid exorbitant prices at any time?—A. No, sir.

Q. Do you know of any officer in the Navy who has received any fees or commissions, or any presents of money, or property, or the representative of either, for the discharge of his official duties, in any way?—A. No, sir; I do not.

Q. Do you know of any officer of the Government who is interested in any contracts in the Navy?—A. No, sir.

Q. Do you know any abuses in the Navy that you could report to the Government for correction?—A. No, sir; I don't know of any.

Q. Do you know whether, while you were here, persons were employed in this yard for political considerations?—A. I do not know that they were; we always had work whenever men were employed.

Q. Do you know whether that work was given to men in consideration that they were to vote a particular ticket?—A. I had nothing to do with hiring men.

Q. Do you know whether anybody else, who did have the hiring of them, exacted of them a pledge, in consideration of giving them work, that they would vote a certain ticket?—A. Not of my own knowledge. I have heard such reports.

Q. Did you ever know the men in the yard to be collected together at any election and marched in solid phalanx to the voting-precincts to deposit their ballots?—A. No, sir; I never knew anything of that kind. They would not submit to it.

By Mr. JONES:

Q. Do you know of anything else in regard to the Enterprise where the requirements of the contract were not carried out?—A. No, sir; I think you have covered that ground pretty well.

By the CHAIRMAN;

Q. Can you give the committee any information in regard to abuses in the Navy, here or

elsewhere, that may be corrected?—A. I do not know that I can state anything more than I have.

Q. Do you know whether there was a board of naval officers appointed, in accordance with the law, to report on the Enterprise, and say whether any extra work had been done, whether the contract had been complied with, or whether any change should be made in it?—A. Not to my knowledge.

Q. If any such board had been appointed, you would have known it, would you not?—A. Yes, sir.

Q. In accordance with the terms of this second contract, was it or not the duty of Mr. Griffiths to finish that vessel for sea, spars and all?—A. I do not understand that the spars would be included; we made a very pointed distinction between the hull and spars.

Q. Would you say a vessel was complete in all respects without any spars?—A. As far as the hull is concerned.

Q. You do not think that under this second contract he was bound to put in masts and spars?—A. No, sir; from the reading of that contract, I should not consider that he was.

By Mr. BURLEIGH:

Q. Do you think that the work in the second contract should have been done under the first?—A. I think I have so stated; there may be an item or two not covered by the first contract, but, generally, I should say the work should have been done under the first contract.

Q. The law says that the work shall be done to the satisfaction of the inspector. Who appointed you to take charge of the inspection of this vessel?—A. I was ordered verbally, December 24, 1873, to act as inspector, by Constructor Webb, who informed me that it was Mr. Hanscom's order.

Q. That you should specially attend to that vessel during her construction?—A. Yes, sir.

Q. And you did so until the last moment?—A. Yes, sir. Then I have a written order December 19, 1874, appointing me, by order of the bureau. superintendent, under the direction of Constructor Wilson.

Q. Do you know of any other circumstances attending the building of this vessel that would give the committee any information?—A. No, sir; I think you have gone over the whole ground.

KITTERY, ME., *March* 18, 1876.

Constructor PHILIP HICHBORN recalled.

By the CHAIRMAN:

Question. Did you examine the estimate prepared by Mr. Wilson of the amount necessary to be expended by the Government to complete the Enterprise ready for sea after Mr. Griffiths' first contract?—Answer. Yes, sir: I did.

Q. When did you make that examination? Did you make it when the estimate was made?—A. I assisted Constructor Wilson in making it at the time it was made.

Q. How much was that estimate?—A. September, 1874, was the time the estimate was made. The amount of it was, for labor, $43,641.

Q. How much then was paid, or to be paid, to Mr. Griffiths on his second and third contracts for labor on the Enterprise, by the terms of his second and third contracts?—A. $31,500.

Q. How much then was left for the Government to do to complete the vessel for sea, after the amount was paid to Mr. Griffiths as stipulated?—A. $24,883.

Q. Adding what the Government paid to Mr. Griffiths, and is to pay him by the terms of the second and third contracts, to the amount required to be expended by the Government to complete the vessel for sea, what is the total that will have been expended by the Government to complete the vessel for sea?—A. It will be $56,383.

Q. How much greater is that amount than your estimate for her completion by the Government after Mr. Griffiths' first contract?—A. $12,742.

Q. Will the Government have to expend that much more to complete the vessel for sea, by reason of the contracts with Mr. Griffiths, than if it had done the work itself?—A. Yes, sir.

Q. How much of the work embraced in Mr. Griffiths' second contract ought to have been done by him in his second contract?—A. I answered that yesterday at a certain amount; but after examination of the figures again, I would say that I wish to make a further calculation before I answer. When I revise my testimony I will put it in.

Q. What was the estimated cost of doing the same work by the Government that was contracted to Mr. Griffiths in his second contract of $25,000?—A. $18,758.

Q How much was the cost to the Government of both labor and material in building the Essex, up to the time of her removal to the Boston navy-yard?—A. That can be better furnished by the resident constructor.

Q. How much money has been expended by the Government and by Mr. Griffiths on the Enterprise, up to the present, for labor?—A. The resident constructor can furnish that information best.

Q. Can a perfect statement of the cost of each of those vessels be now made?—A. No, sir.

Q. When, then, can that be done?—A. When the two vessels are ready for sea, with officers and crew on board.

Q. Have you examined the third contract with Mr. Griffiths for building the spars of the Enterprise?—A. I have.

Q. Do you consider that the work he was relieved from by Chief Constructor Hanscom belonged properly to his contract?—A. Yes, sir; I do.

Q. At the time of the removal of the Essex to Boston, can you state what was her relative state of completion, compared with that of the Enterprise, her sister-vessel?—A. Yes, sir; I can.

Q. Please give the explanation of the difference between those vessels now. Explain to the committee the relative difference, and the reasons for the difference, in the cost of the vessels Essex and Enterprise, at the time of the Essex leaving the yard.—A. All completed work on the Enterprise was on board and into place. On the Essex there was a large amount of work, consisting of iron, bulkheads, joiner-work, furniture, &c., in an incomplete state and charged to her, which was placed on board of her and sent in the ship to Boston, (as per inventory.)

Q. Would or would not work done by the employés of the Government cost more than work done by employés by contract, and why?—A. Government performs its labor better, and pays the same price for eight hours that contractors pay for ten and eleven hours.

Q. Could you perform the work cheaper and better if you had the complete selection of your employés?—A. Yes, sir; without a doubt.

Q. Are you consulted in regard to the selection of the employés in your Department?—A. At League Island, my present station, I am not.

Q. Were you, or was the naval constructor, to your knowledge, permitted to have the entire control and selection of his employés at this yard when you were here?—A. Neither Mr. Webb nor myself were allowed the entire selection.

Q. Who selected a large portion of these men?—A. A large portion were ordered here by the Navy Department, which the letters on file in this Department will show.

Q. As far as your knowledge extends, were these employés selected on account of their skill as workmen, or on account of political influences? Can you state of your own knowledge whether the employés of this yard are political supporters of the administration?—A. I cannot answer a question of that kind.

KITTERY, ME., *March* 15, 1876.

WILLIAM F. NOYES sworn and examined.

By the CHAIRMAN:

Question. Mr. Noyes, state if you were engaged in any capacity in the navy-yard during the building of the steamer Enterprise, and, if so, in what capacity?—Answer. Yes, sir; I was here, as foreman of shipwrights, during the building of the Enterprise, until within a few days of her launching. I think about the 1st of June I was removed, and the vessel was launched somewhere about the middle of June.

Q. You are familiar with the work done by Mr. Griffiths and his hands, I suppose, and with that done by the Government in its shops, I suppose? You knew what was going on?—A. I can't say I was very familiar with his part of the work, because I think, with three exceptions, until the day she was launched, I was not in the ship-house after the ship was set up—that is to say, after the frames were set up.

Q. Where were you at work?—A. I worked for the Government in the yard.

Q. Do you know whether the Government, by declining to deliver material, or not having the ability to deliver material, to Mr. Griffiths, delayed him in the building of his vessel?—A. I can't say that I know that fact; I know we have been delayed more or less always. We couldn't help being delayed.

Q. You mean the Government have?—A. I mean the Government. I speak of the Government just as I was there; for instance, we might be waiting to plank a ship, and not have plank-stock in the yard, and we might have to get that; then there are special cases where it requires long lengths of timber, perhaps, and it is sometimes very difficult to get it.

Q. Would all your hands have to stop work then, or would you go to work on some other part of the vessel?—A. O, no, sir; I never intended to let my men lie idle.

Q. Do you know whether Mr. Griffiths was delayed on account of not having timber furnished by the Government?—A. I don't know but there might have been some slight delay in the planking of the ship.

Q. How much delay would that be in the labor?—A. If you have a gang planking, it is a little difficult to take them off; that is a specialty. The way I understand the thing—I am not not certain of it—but the way I have always understood it, the planking was a subcontract, and he had to deliver the material. I will say this, that, so far forth as I was able, I delivered the material to him just as fast as I could. I can say, further, that I superintended the cutting of every single plank in that ship for her ceiling, and saw it delivered and piled up in the ship-house, myself.

Q. That was the Enterprise when she was being built?—A. Yes, sir.

Q. The Government was bound to furnish the material, and you have gone on and worked out the planks to put in her?—A. That was not the understanding conveyed to me. The understanding I had was that we were to select this material and deliver it at the ship-house.

Q. Saw it out and deliver it?—A. Yes, sir; I do not mean that this timber was ready to be put into the ship, but it was sawed out of the log.

Q. If a three-foot piece was wanted, if you had a piece 15 feet long, you would have to saw it off, and send it to him?—A. No, sir; I don't mean that. I mean like this: the timber comes here in "plank-stock," we call it, in logs, and then we cut it to dimensions; for instance, it will take so many streaks of five-inch plank, and so many streaks of six-inch plank. By "streaks," I mean enough to go around the ship, and so many three or four inch, as the case may be; and we cut to dimensions, and we calculate about how many planks it will take for a streak. We have the specifications showing how many streaks of plank the ship should have outside and in, and we go according to that.

Q. You mean you cut those out with a saw?—A. Yes, sir; we cut them with a saw.

Q. You said that there was very likely some little delay about laying that plank; how many hands would be delayed by that? In case you did not have it ready, how many hands would be stopped until you could get it ready—one hand two or three days, or one hand for a day?—A. O, if we delayed him at all on the planking, it would delay his whole gang more or less. Well, they could be at work; still they would have to work at a disadvantage. I can't say how many days. I should not want to give any answer as to that. I don't know as we delayed him one moment, only what I have understood.

By Mr. BURLEIGH:

Q. Provided there was a delay of his whole gang one day, or two or three days, or even a week, would he pay them for that time?—A. It was jobbed out, as I understood it, a subcontract.

Q. Would the contractor have paid them for day's work if they did not work?—A. I shall have to answer you in this way: I will suppose there is this plank to go on one side of a ship. Now, then, all material is not good: you cannot depend upon working in every plank you get out. There may be a defect in the plank. If there is a slight defect, if there is a shake in the plank, or a rotten place, or worm-holes in the plank, the labor is lost, and you have got to get a duplicate of that.

Q. Don't get outside of my question. Provided there was a delay on account of the Government not furnishing the material to work with, is it customary in the yard, or in Portsmouth, in delays of that kind, for the men's pay to go on?—A. That I can't answer.

By the CHAIRMAN:

Q. How long before you could supply the place of that worm-eaten plank so that his work could go on?—A. That would be owing to circumstances. It would depend upon where the plank went. If it was a short plank we could get it pretty quick. Provided the mill was running, (which it was at that time,) we could put a log into the mill, and you know it would not take but a very short time to get a plank out; but we would do it as quick as we could. I never knew a vessel of war where we did not have as much delay as he had, and sometimes a great deal more.

Q. Now, up and down the river, and in the navy-yard, where men are at work by the day, is it not a customary thing, if something runs short, or the weather comes on bad, or something of that kind, to knock off work and the men lose the time?—A. I presume so. I never worked outside on this river in my life.

Q. Is it not always done in the yard?—A. It is not always the case here, because we have houses to work in, and we make all fine weather.

Q. If there is no work to be done, or no money, you send off the men until you get it, don't you?—A. I should not mark them up for that day.

Q. If there is no work they do not come the next day?—A. No, sir.

Q. When there is work you send for them and pay them? You do not pay them when there is no work?—A. No, sir.

Q. Do you believe Mr. Griffiths paid his men when they did not work?—A. It is not hardly natural to suppose that he would. I heard it reported myself around the yard that Mr. Griffiths was not getting what he asked for—what he demanded—but I did the best I could for him, and my orders from the naval constructor were not to allow Mr. Griffiths to be delayed at all, if it was possible to avoid it; for this reason: He said if there was any delay, Mr. Griffiths, he supposed, could present a bill for damages and collect it, and my orders were explicitly not to allow any delay if it could possibly be helped.

By the CHAIRMAN:

Q. Did he state to you that he had been delayed?—A. No, sir; not to my recollection.

By Mr. JONES:

Q. Was it not detrimental to your other ship?—A. Very much so.

Q. You would have got it along faster and cheaper if you had not had this ship-building here, would you not?—A. I have had to do a great deal of work for the Enterprise, when I should have had my time for the other ship.

Q. Was the plank prepared at the mill, and, if so, was it done by the Government's help, ready to put right on?—A. O, no, sir; they were sawed out.

Q. Did you prepare a good deal of the timber, knees, and such things as that—plane them, and fix them, and cut them out?—A. Yes, sir; I presume we wrought to shape every knee that is in that ship.

Q. You mean the Government's hands wrought them to shape?—A. It was done by machinery; with the operatives who operate the machinery.

Q. He was to have the "facilities of the yard," but, if I understand you, he not only had the use of the machinery, but the work was done by the Government help?—A. That, I understood, was the "facilities of the yard."

By the CHAIRMAN:

Q. How long was that ship being built?—A. I think that Mr. Griffiths came here some time during the month of September, and the ship was launched the ensuing June.

Q. Now, from the time he commenced until the time that the ship was launched, he charges for one hundred and fifty days' delay; was he delayed to that extent?—A. Let me set you right on one thing. I was foreman of shipwrights; that only embraced one department. I can't say that he might not have been delayed all around in the other departments. I only speak of the wood-work. This claim is for delays in furnishing him labor. I will state, further, with regard to furnishing material and our exertions to help him, we had some sharp timbers, such as we use forward and aft. They were much larger than was necessary for the ship, but Mr. Webb said as we had not the smaller material in the yard, and as there might be a delay in getting it from Boston, or wherever they would have to get it, I would be obliged to cut the larger timber for him. Likewise his keelsons and dead-wood were almost all taken out of larger timber; that was necessary. Of course that would add to the cost of the material that went into the ship.

By Mr. BURLEIGH:

Q. Could they not, by culling it, get smaller timber?—A. No, sir; it had been culled too much.

Q. You worked it down to the suitable size?—A. I put it into the saw-mill and sawed down the slabs, and put it into the planer and planed it down to the proper thickness, and sent it to the ship-house.

Q. You said that you understood that the labor that operated those machines was embraced in the "facilities of the yard," and that he had a right to that labor?—A. That is the way I understood it.

Q. Not only the machines, but the men employed in working them?—A. Most assuredly.

Q. Was the work done for him when he wanted it?—A. Yes, sir; if the Government was at work on machinery here, you couldn't have two set of men operating that same machinery. I superintended the selecting of every stick of timber that there is in the frame of that ship, and Charles Dickson and Jacob Remick and another man, ex-quarterman there, was in the yard; and it was all, or nearly all—everything that the machinery would cut was cut by machinery.

Q. And the Government found the men to do it?—A. Yes, sir.

Q. And it was carried to the ship-house and piled up ready for his men to use?—A. Yes, ir.

By the CHAIRMAN:

Q. Now, I want to ask this question: Do you know of any delay caused the contractor in building the Enterprise by the constructor?—A. No, sir, I do not, and I will repeat my answer again, that my orders were always to furnish everything.

By Mr. BURLEIGH:

Q. And you did so?—A. I did so, just as far as I could and as soon as I could.

Q. There was no want of plank; it did not give out so but what you had something to give him that was suitable?—A. I can't say about that; we always gave him some plank, but, as I said before, I did not examine the ship. I was not in the ship, and I cannot tell about the length of the plank he wanted, and if we had a plank six inches short it would spoil the plank.

Q. Do you know of Mr. Griffiths being charged with receiving any timber that he did not receive for the Enterprise?—A. No, sir; I had nothing to do with measuring the timber.

Q. He was not charged with any timber that was sent to somebody else?—A. Not to my knowledge.

By Mr. JONES:

Q. You were speaking about the plank. Did any one line the plank for planing before it went to the mill?—A. No; I superintended that myself.

Q. Mr. Griffiths did not do that?—A. Mr. Griffiths did not do that to my knowledge, because I had the general supervision of the sawyer all that time, and I had men there to do it directly, or I was there to see to it myself.

Q. Charles Dickson worked for the Government?—A. Yes, sir.

Q. Did Charles Dickson, while employed by the Government, with the men under his charge, perform any labor upon the Enterprise?—A. Not on the ship after she was raised. Mr. Dixon done work on the ship just previous to her launching, on what work I am not able to say, as Mr. Hichborn had charge of that work. He molded the cants forward and aft. One set of cants was cut out by the Government men with ax and adz for the Essex, but there came an order from somebody, I can't tell you who, and they were turned over to the Enterprise. They made a demand for them, and, to avoid delay, they were turned over to them.* Mr. Dickson could tell you about that better than I can.

By the CHAIRMAN:

Q. Do you know, or have you any information, of any material or labor having been charged to the Enterprise which did not belong to that vessel, if rightly charged?—A. I don't know one dollar, nor one cent.

Q. Nor do you know of any delay, except what you have heard?—A. Only what I have heard. I don't know it.

KITTERY, ME., *March* 16, 1876.

Testimony of WILLIAM F. NOYES continued.

By Mr. BURLEIGH:

Q. Were you employed from the commencement of the Enterprise here?—A. I was employed from the commencement of the ship, sir. I was employed in the yard—but not in an official capacity all of the time—I think until within about two weeks or ten days of her launching. Yesterday, in my examination, I supposed that everything that was said had a tendency toward what was done to the ship before the launching.

Q. You were in a measure detailed to get the timber, as I understood from yesterday's examination.—A. It was the duty of the foreman shipwright, and I was foreman; or that was my orders from the constructor, to prepare, as far as I could, the stock and the material for that ship, *i. e.*, in my department, so far as I could, by the use of machinery and the operatives for running the same.

Q. I want you to describe what was done to the timber for the blocks, the keel, and the keelson, the frame, the ceiling, the planking, the beams, the knees, the decks, and the rails, by the men employed and paid by the Government. Describe, in the first place, in regard to the laying of the blocks, and where they were at the time you commenced on the ship—what was done by the Government in aiding you to get them.—A. Well, Mr. Burleigh, of course you will have to allow me some little time to think about this. I cannot answer readily. I am under oath. I should not want to testify here without some chance to see my evidence afterward.

Q. We will let you have the evidence to revise it.—A. This was some time ago, and while this work was done I had no idea of being called to testify about it. The first thing you want to know, I believe, is about the blocking for the keel. I may not get the whole of it; but part of it was blocking that came from under the Illinois.

Q. Was it delivered to him?—A. Yes, sir; Mr. Webb and myself, with Mr. Hallenbeck, selected the keel-blocking.

Q. Was it delivered to him in the places so that he could set it up most conveniently?—A. I cannot answer that question whether that was delivered by the Government men or not.

Q. The Government teams hauled it?—A. Yes, sir; and delivered it where they wanted it, at the ship-house. If not, they alone were to blame. They had a team and a gang of men to go with that team.

Q. Now in regard to the keel.—A. The keel, Mr. Burleigh, I had taken out of the dock myself. I know it was done by Government teams and men. I think there is an order here on the yard, but I am not certain about the official order. I think there is an order that their stock is to be delivered to them, though I cannot say positively. But I had an order that I must deliver this material; that I received from the constructor. It was a verbal order, of course. I went to the dock and selected the keel-pieces myself; marked them; had some laborers go there with me and put ropes to them, with buoys, so that when the tide came we could find the sticks. Then we took them with the scows to the shore and hauled them up to the mill with Government teams, sided them to the proper thickness, planed them, rough-cut the scarfs—cutting down within two or three inches. We would cut it enough to see

* These timbers were delivered and laid two weeks, more or less, in the ship-house before they were used.

whether it was good and sound or not; they would have to be cut in their regular order somewhat. It was to see that the material was fit for the purpose. When I got pieces enough, according to the dimensions, I had them hauled to the ship-house, and they were put on the west side of the Franklin ship-house.

Q. Was it in the position that they were to be laid in on the blocks?—A. I would not say that that was so, for this reason, that in getting these pieces we had to get them as we could find them. They had a team detailed for them all the time; the aft ends all were marked so there should be no mistake by teamsters.

Q. Now in regard to the frame.—A. The frame I selected with my quarterman. I had the supervision of both frames.

Q. You had the molds and draughts?—A. When we got for one frame we also got for the other. When we got one stick we got the four, provided we could find them at the same time. I was particular about that.

Q. That is what you call "selecting frame," is it not?—A. Yes, sir. The Essex frame and the Enterprise frame we got out together. There could be no particle of difference in the getting out of those square frames, so far as the Government was concerned.

Q. Did the Government do as much work on one as on the other?—A. Yes, sir; wherever machinery would do it.

By Mr. JONES:

Q. And the Government found the labor to run all the machines?—A. I of course had it sided with the saw and planer, and then we molded the timber. Jacob Remick was the man that molded the timber square frames, and Charles E. C. Dixon molded the cants for both ships. The Marion was on the stocks, and of course we had not the chance to work on our timber so quick. I had quite a number of men in the yard. In order to facilitate the work, and give the Government so much work for so many men, I put the men to work getting out the after cants of the Essex with the ax. During the building of her Mr. Griffiths ascertained that those were out, and called on Mr. Webb for them, and Mr. Webb gave me an order to turn them over to Mr. Griffiths, and I did so. It was the timber that has no floor-timber on it. The object of his getting them, as Mr. Webb told me at the time, was that they had asked for them, and that there might not be timber in the yard to fill all the cants for them, and he wished to avoid any delay and prevent demurrage. That was the testimony that he gave me.

Q. Have you got through with the frame?—A. I will say that where the timber could not be got out by machinery, *i. e.*, got out with the saw, the timber was given to them to haul to the ship-house.

Q. What did you do with the stem-pieces?—A. We planed them.

Q. Did you saw them by the molds?—A. No, sir; that was heavier than any machinery we had could do.

Q. Did you cut them to the proper thickness?—A. As far as we could do it with machinery.

Q. How with the knees?—A. We might have sawed the stem-knee; but I do not remember. I would not want to swear to it.

Q. But all the other knees you did?—A. The knees of the deck we did.

Q. Then all he had to do to this frame was that when you delivered it to him he had to put it in place?—A. No, sir; that is not all. Timber is cut somewhat over-length, you know. They have to break joints. [Illustrating with a diagram.] Now they had to cut the ends of these timbers by the molds. Of course we could not square them all up ready to go right together. Then they had to put a dowel in the butts for that joint, into each one and three dowels in each scarf, and the bolts passed through those dowels, and in every butt there is a dowel, or should have been if they had done their duty. I have no reason to dispute but what they did on that.

Q. Then what they had to do was to put them together and fasten them?—A. They had to saw the butts, cut the timber to length, dowel and fasten them.

Q. Now you come to the keelson.—A. Yes, sir. The keelson we sided in the mill, planed in the mill, three sides of it.

Q. And delivered it?—A. Yes, sir; delivered it at the ship-house. I would not say now, without reflection, whether I superintended the delivering of it or not, or ordered it delivered. I would not say. They had teams to deliver it; but I superintended the cutting of the material to its shape. I cannot say now whether after shoving it out of the mill I took the men and hauled it there, or whether they took the team and hauled it there.

Q. Now the ceiling. There were a good many thick streaks?—A. A good many thick plank; but different from a merchantman.

Q. Then the inside flooring and ceiling, how was that?—A. We cut the plank from the log. The timber was near the mill, and we cut the plank from the log. I made a little calculation about how many plank it would take for a streak, and ascertained by the number of streaks there would be (which I learned from the plan and specifications) what I supposed would be enough to ceil the ship. It might be more and might be less. Of course they would have to pay for what they used.

Q. Did you line those plank to be sawed?—A. No, sir; it did not require them lined to be sawed. I superintended the cutting of the logs for the ceiling, inasmuch as when there

was a log went into the mill, if I was near by, I would take a piece of chalk, and chalk down on the ends, and make a figure of what they should make of it; so far as that. But it does not require any snapping of the line on the stick, only in exceptional cases.

Q. When did you line the timber for them?—A. When it was necessary to save the Government timber I would line the timber for them.

Q. Supposing there was a piece that did not go into the Enterprise, where would that stick go to?—A. I could not tell whether the log was charged or the plank. If the log was charged, it would show more feet, of course, than if the plank was charged. But I presume if the plank was charged there was just money enough put into the plank to cover the expense of the log.

Q. That is simply supposition on your part?—A. Yes, sir; I don't know that.

Q. Now, the outside planking and the inside planking were the same?—A. No, sir.

Q. Did you plane the inside planking?—A. No, sir; not below the gun-deck. But let me say again, that perhaps what I would call inside planking, perhaps you might not. You perhaps would call everything that was put upon the ship inside or outside planking, while we have it by another name. That which goes from the water-way up to the port-sill, we call spirketing. That on the inside we call battery-plank, and that which goes on the outside we call bulwarks. That comes above the main wale, or above the port sill, we will call it. We did plane the battery-plank.

Q. Didn't you plane everything above the gun-deck?—A. I would not want to answer that question now, because I cannot say that we did or did not. We planed battery-plank, but I don't remember about the bulwarks. We planed everything they asked to have planed which came to my knowledge.

Q. Did Mr. Griffiths plane any plank?—A. Not to my knowledge.

Q. What planing was done you planed for him in the mill?—[No answer.]

Q. Go on with your story.—A. The planing part is planed to a thickness, but that does not finish the ship. All of this planking is graduated. There are no two planks of a thickness from the port-sill up.

Q. While you would plane one edge, that would give you a guide to use the edge with?—A. After all that, the man has got to dress it after it is on the ship, and there is always more or less trimming to be done to it.

Q. Was everything planed above the berth-deck that Mr. Griffiths desired should be planed?—A. Everything that could be done that he desired—that could be done with the tools—I did to my knowledge. I merely obeyed orders.

Q. Was the side of the ship, from the berth-deck up, planed in every instance, as far as you know?—A. In every instance where Mr. Griffiths desired it; yes, sir.

Q. Now in regard to the outside planking; you sawed out the plank for him and planed it?—A. I don't think there was any outside planking planed except above the port-sill. Above the port-sill he had everything planed that he desired. If not, it is beyond my knowledge.

Q. That covers the bulwarks, rail and all?—A. Yes, sir.

By the CHAIRMAN:

Q. Everything that was planed in that vessel was planed by the Government?—A. So far as machinery would do the work.

Q. Now, in regard to the beams.—A. I selected the material for the beams, and I took that which was the nearest to the mill, and marked the length of the beams and the number, myself, and had them sawed and sided with the planers; *i. e.* planed to the proper thickness, according to the dimensions.

Q. Were there any moldings on those beams?—A. No, sir.

Q. Has there any been put on by Mr. Griffiths?—A. Nothing, only around on the bottom of the beam. That is all—the corners cut off on the bottom.

Q. They of course were hauled to the ship by the Government teams, the same as the others were?—A. Yes, sir; before being hauled to the ship they were hauled to the saw to be molded and shaped. The beams after being sided the straight way—what could be done with the planer and circular saw—were then carried to what we call the futtock-mill, and there molded to the curve; and there we have a saw that saws irregular and crooked; the same as we saw out the frames, and there would be the beams cut to shape, ready for the joiner to go on and cut the corner and smooth the side.

Q. Now, in regard to the knees—both the horizontal and the hanging knees.—A. The knees came here in a large lot, and were put just beyond the saw a short distance, and all set up upon the end. Mr. Hallenback, the foreman for Mr. Griffiths at the time, went there with his men and selected such knees as would fill the mold. Those knees were taken to the mill—to what we call the knee-planer—sided with the planer to the proper thickness, and then Mr. Hallenback or his men molded the knee in the proper place. It was put upon the table by Government men and sawed into shape.

Q. Sawed into shape according to the mold?—A. They could not do otherwise if they were allowed to use the tools at all.

Q. After the sawing did you plane them?—A. No, sir; they were planed to a thickness previously. At the bottom side of the knee they would have to be smoothed off.

Q. Was that the case with all the knees?—A. Yes, sir; just the same.

Q. You planed them?—A. Planed them and sawed them to their mold. They selected the knees from the pile.

Q. Now, in regard to the decks and deck-planking?—A. The deck-planking was delivered to them. I cannot tell you all about the decks. I cannot say whether their berth-deck was white pine or not. If it was, of course Mr. Locke can tell you all about that. My impression is that he had to cut a large lot of deck-plank from the log; but I will not say for certain, because at the time I had to do the best that I could.

Q. The deck-plank were hauled to the mill by the Government teams and there planed, and from there hauled by the Government teams to the ship again? They were planed there by the Government tools?—A. Yes, sir, the Government furnishing two men.

Q. And from there they were hauled, by the Government teams, to the ship?—A. Yes, sir; they handling the plank.

Q. In regard to the joiner-work. Do you know how that was managed?—A. The joiner-work I had nothing to do with at all.

Q. Who did?—A. Mr. James W. Brooks.

Q. Now, at the time that that ship was being built, were or were not the Government teams harnessed or yoked, and at all times in readiness to haul to the ship or from the ship to the mill any material that they might want with which to build the Enterprise?—A. That I cannot say.

Q. Do you know, or do you not know, that the teams of the Government were at the mill, standing still, sometimes, and at the shop, standing still at times, waiting for orders from Mr. Griffiths to do his work?—A. I have no doubt that that was the case.

Q. Don't you know that it was so?—A. Well, if I was called upon to state dates I could not swear to it.

Q. I don't ask you for dates, but at times. You don't know that it was so at all the times, of course.—A. I know that we always furnished them with the teams. That was the constructor's orders. When they wanted it they had a team all the time. When they had the teams they used them to put material at the ship in a handy place where they wanted it—where it would be handy to put it on board.

Q. The teams could haul the material as near to where they wanted to use it as they could in any other place?—A. I should say so; yes, sir.

Q. Was it understood that "facilities of the yard" meant not only the tools but the men employed by the Government to work or use them?—A. Yes, sir; that was my understanding.

Q. On all occasions and all tools?—A. Yes, sir; I will not say "all tools." What I mean is "all machinery tools."

Q. They had the use of the Government men?—A. Yes, sir.

Q. Now, did they have the preference of the tools or not?—A. That was the order, I think.

Q. Was there any case that came under your knowledge and observation where the Government was at work on its own work, and the demand came for something to do for the Enterprise, that they gave work out to be set aside partially finished, and the Enterprise work put upon the tools?—A. At the time we were building the Essex, and getting the Marion ready to launch, it could not be otherwise, if there were two separate gangs of men at work, they to have the preference if they brought anything to do that they said they must have to-day. If we wanted the tools ever so much, they had the use of the tools.

Q. Did it ever come to so much, so that you moved things that were in process partially finished out of the way to give them a chance to use the tools?—A. I think in planing knees and in sawing knees we did.

Q. Do you know whether there was any charge made by the Government for these men operating the tools while they were at work on material that was going into the Enterprise, charge made to Mr. Griffiths?—A. I never heard of any charge being made to Mr. Griffiths. Let me explain a little. The Government in every case charged the men, and what they were working on. The quartermen's books will all show that. Every quarterman that has a gang of men at work for him has to specify on that book what they are doing. For instance, I have a gang of men and am quarterman. I have ten men faying knees, while my book shows from day to day just what I am doing with those men.

Q. If they were planing knees for the Essex it would say so?—A. Yes, sir; "planing knees for sloop No. 1," or "No. 2."

Q. So that the foreman kept the work separately?—A. Everything in connection with the Essex and the Enterprise, so far as the Government is concerned, can be found in the office.

Q. Then you don't know of your own knowledge that the time of these men, while they were at work with the tools on the Enterprise, was or was not charged to Mr. Griffiths?—A. No, sir; the charge at the time was "to sloop No. 1," or "sloop No. 2," charged to the Government; and the explanation of what they were doing will show on the books that so many men were working on sloop No. 1 or sloop No. 2.

Q. What was sloop No. 2?—A. The Enterprise.

Q. You don't know whether those building the Enterprise paid the Government for the

men that used the tools while they were at work on their material?—A. No, sir: I don't know.

Q. That is a point on which we should ask the constructor?—A. Yes, sir; I have no means of knowing.

By the CHAIRMAN:

Q. I want you to state now, in making an estimate, as you are familiar with all that work, and were familiar with it while it was being done, what proportion of the labor in building the hull of the Enterprise was performed by the United States Government.—A. All the cost is in the office. You can get it by calling on the naval constructor, just the dollar and cents of what was performed by the Government, every day and every hour. I could not give you an estimate without taking a good while, and overhauling all the books.

By Mr. BURLEIGH:

Q. Did you know about the blacksmith's work?—A. It was done by the Government; not by contract. The Government did the whole of the blacksmith work.

Q. Did the Government teams haul the blacksmith work from the blacksmith-shop to the ship?—A. Yes, sir. They had men detailed for that purpose, and they used the teams whenever they wanted them—not material.

By Mr. JONES:

Q. Didn't the Government furnish the machinery and facilities of the yard to Mr. Griffiths, and men to operate the same, at the expense of the Government, for the Enterprise?—A. So far as I know and can call to mind at this time, I don't know of anything that could be done by machinery in my department but what was done for him, the Government operatives operating the machinery.

Q And, you understood it, at the Government expense?—A. And I understood it at the Government expense.

Q. All that was done for the Enterprise?—A. Yes, sir.

WASHINGTON, D. C., *March* 14, 1876.

Commodore D. McN. FAIRFAX sworn and examined.

By Mr. HARRIS:

Q. I will call your attention to the first question, [referring to a circular letter.] Does there exist any abuse or fraud in the rank and staff of the active-list of the Navy?—A. I know of nothing in relation to that.

Q. Your attention is called to the mode and extent of examination of officers for promotion, and especially whether any necessity exists for raising the standard of merit in officers who may be examined for promotion to the grade of commanders, captains, commodores, and admirals.—A. The great difficulty of raising the tone of the service has been in utter disregard of the law, in regard to the fitness of several men for promotion. What I complain of in the service is that they promote men without being properly and morally examined. Therefore, the tone of the service, and the standard of merit, is not as high as it would be were the morals of the officers properly examined.

Q. Under the law?—A. Yes, under the law.

Q. And you only seek a strict compliance with the law?—A. Yes. Commander John M. Quackenbush is on the register of 1876. He is under suspension by a court-martial, and was dismissed from the service for the most scandalous conduct; and during his dismissal from the service a promotion was made to fill the vacancy. He was afterward restored to the service without an act of Congress, which is in violation of the law. It strikes right at every officer in the service. We may have anybody put over our heads just in that way.

By the CHAIRMAN:

Q. State whether, in that instance, the proceedings of the court-martial were approved?—A. He was out of the service, and promotion was made. It must necessarily have been approved. He is a son-in-law of Dr. Howe, of Boston. He has great political influence. He said when he came back from Europe that he was going to put him back into the service.

Q. What Howe was that?—A. I can't say about that; but through political influence the Secretary was induced to do this thing. He can't restore an officer, once dismissed from the service by a sentence of a court-martial, without an act of Congress. Alfred Hopkins stands on the register of 1875 as lieutenant-commander. His original entrance in the service was in 1851. For some reason or other unknown to me—political, I suppose—he was recommended by the board, and, without any act of Congress, he was placed up to 43 on the list of commanders. There are ninety commanders, and he was advanced to 43. That was more than they did in war times. This man, it was said, hadn't behaved prop-

erly before the enemy. Now, the Secretary, in putting him back on the active-list, failed to put him back exactly where he belonged. His number would have been 32 on the list. There are eleven officers whom they hadn't, for some reason or other, seen fit to place him over. From their records—they being very nice officers—I presume they had some consideration for them. His advancement without an act of Congress strikes a blow at the service, and discourages us who have no blemish at all upon our records. I say, therefore, if that thing was nicely observed, to examine into the morals of an officer, and go by the law strictly, there would be no trouble.

Q. Do you know anything about the cases of officers upon the retired-list—William L. Hanscom and Paymaster Belknap?—A. I don't know of my own observation. I only know they were dismissed from the service in consequence of irregularity. William L. Hanscom was forced out of the service on account of his conduct at the Boston navy-yard and Philadelphia navy-yard, and was re-instated.

Q. You don't know in what manner he was re-instated?—A. No, sir. There was considerable opposition by Admiral Porter and others.

Q. Do you know anything about Belknap?—A. No more than that he was dismissed for improper use of moneys.

By Mr. HARRIS:

Q. Was he dismissed or retired?—A. He was dismissed. He was obliged to leave the service. There is an abuse existing of placing persons on the retired-list, who have some imaginary or fancy or trifling claim for services during the war. There is a case, a very singular one—I can't understand it myself—of Lieutenant-Commander Bassett, on the retired-list. He is on this register of 1876 [referring to the register] as lieutenant-commander. I didn't know that he had been advanced so much as that. He is a master on the list of 1875. I am not aware that there is any legislation that could make him a lieutenant-commander. He first appeared as a mate, was finally advanced as a master, and here, on this list, [referring to list,] he is a lieutenant-commander.

Q. What do you think about Congress interfering in this matter?—A. I have heard members of Congress, and republicans too, tell Mr. Robeson, if he would cut off the supernumeraries at our navy-yards and have some fixed rules governing the yards, they would be very much obliged to him. If there were no places for their constituents, they would be able to say to them, there is no place for you. I have many friends on both sides, and have heard sentiments expressed from different ones that they would rather have the Secretary be like old Gideon Welles. Though he had some peculiarities, he was a remarkably honest man, and you never could get him to swerve from the bounds that would affect the service materially, or affect an individual that was in the service.

Q. What is your present position?—A. Commodore. I have been thirty-nine years in the service.

By Mr. ROBBINS:

Q. Are you in active service?—A. Yes. I am fifty-three years old the 10th of last March I entered when fourteen.

By Mr. HARRIS:

Q. What are the abuses in the navy-yards, if you know?—A. One is that Naval constructors, Chiefs of Bureau of Construction, and chief engineers, have under this system of bureaus, to decide the character of ships to be built, and the style of engine-boilers, without consulting those who have to handle the ship, and to fight the ship, and who represent the countryry abroad. There has also been, I am sorry to say, since I have known anything about navy-yards, more or less interference, by politicians, in the management and employment of men, and the management of navy-yards. There has never been quite so much abuse as there has been within the last eight years, since Mr. Robeson has assumed charge of the Navy Department.

Q. What are those abuses?—A. The unnecessary number of men employed prior to elections.

Q. Is that a matter within your own personal observation?—A. Yes, sir; at the Kittery navy-yard. I was there two years, and have witnessed the constant interference on the part of Mr. Hanscom, in discharging and employing men. He often took on worthless men instead of good men. I have an impression that Mr. Robeson, being a very indolent man, and not attending to his duties, has allowed abuses through these bureaus. There are good, honest men in the navy-yards that cannot give information, in consequence of their not being acquainted with the books; instances of material having been received when it ought to have been rejected.

By the CHAIRMAN:

Q. What year were you commandant of the Kittery navy-yard?—A. I was executive of the yard in 1869, three years from the 15th of September, 1869.

Ir. HARRIS:

ou have charge of any other yard?—A. At the Boston navy-yard, at the New and Philadelphia yard.

e CHAIRMAN:

t to ask you, while you were at the Portsmouth yard, if the Marion was re-
Yes, sir.
el was laid there while you were there?—A. Yes, sir. There was no board of
l. There might have been some conversation between Hanscom and the Secre-
hington here. I don't believe here was any board here. There was nothing at
uth yard whatever.
view of making it specific, I ask you if, in the case of the Marion, such a
contemplated in section 1538 of the Revised Statutes was organized at the
-yard?—A. No, sir; there was no board convened at all.
hat knowledge or information have you in regard to the rebuilding or repairing
alia?—A. She was a receiving-ship at Portsmouth, and was taken to Boston;
Vandalia was laid at the Boston navy-yard.
ou any recollection now as to the cost of the new Marion?—A I have not.
at the Kittery yard, wasn't the Enterprise being built by a contractor of the
ment?—A. Yes, sir. She wasn't completed while I was there.
happen to know anything in relation to the way contractors were favored or
n their dealings with the Department?—A. That is only by hearsay.
happen to know, while you were at the Kittery yard, that purchases were made,
he Secretary of the Navy, outside and independent of the annual contract?—
member from time to time there were things purchased, articles used in ships,
rchased by private contractors. I can say only in a general way that the require-
he law was not always observed.
know of any other abuses at the navy-yards, or frauds committed other than
ve mentioned?—A. I have only a general idea; that material delivered at the
as not been subjected to the requirements under the contract, has either been
allowed to lie at the yard very much to our inconvenience, occupying
eful and valuable ground in the yard.
know of anything like a combination among parties who are contractors
ernment or purchasers from the Government?—A. Yes; in the sale of ships
Delaware and the Macedonian and the Severn. They were all advertised to
t the same time. There was a ring formed to prevent the vessels from going
ng like their value. In the case of the Severn, the estimated value of the old iron
tion was about $47,000. She went off at $22,100, I think.
hat sale confirmed?—A. I was going to tell you. The Delaware was bid off
n of money than the Severn. Her sale was approved of; but, for some reason,
delay in the approving of the sale of the Severn. Finally, the parties that pur-
at Philadelphia, wrote to me to know the reason why the sale of the vessel
roved. I had, before this, sent to the Chief of the Bureau of Construction—
ation from a party in New London, who offered several thousand dollars more
en paid for the Severn, this party being cognizant of a ring being formed, and
in his letter. When the letter came from the party who had bought the Severn,
o the Secretary of the Navy, and wrote on this letter that I forwarded to the
Bureau of Construction the terms offered by this party in New London. I re-
der from the Secretary of the Navy to inform the parties that bid for it at Phila-
they hadn't approved of the sale, which I did. The vessel is now there on our

e higher bid was not accepted?—A. That higher bid was not accepted—two
sand dollars more.
u know anything about the exchange of old iron, bartering it in any way for
I know of it, but not directly. At the Portsmouth yard the Illinois was broken
and boilers were sold at private sale as old iron.
remember that at Kittery a large quantity of plating was forwarded and never
he vessel?—A. There was a large quantity of 4½ or 4¼ inch plating. The Mas-
had been on the stock, and had been rotting for years. I had taken great care to
on prepared with red leading, and it was good when I left there.
s not used on the Massachusetts?—A. No, sir.
you any knowledge that that iron was sold at private sale or exchanged with
?—A. I have only heard that.
whom did you obtain your information?—A. I received it from one of the officers.
that this iron has been removed from the yard.
ou know anything of a contract or agreement between the Navy Department and
to exchange three tons of navy iron for one ton of wrought iron?—A. No, sir.
ou know of any other instance of a private sale of public property?—A. I can't
y instance.
ou know of anything in the management of open purchases by paymasters?—A.

That goes back to an instance that I do know about, of a paymaster paying over and above the market-price for stores and equipments.

Q. Has that been within the last six years?—A. No. I suppose it is somewhere about eight or nine years since that happened.

Q. In the delivery of coal how is it?—A. It may be that frauds are committed upon the Government—false measurements or inferior quality. Without knowing from whence the coal would come at Kittery, there was a good deal of coal there that had been delivered under contract, and was a very inferior quality of coal. At different times there was a considerable complaint made as to the character of the coal. That has been frequently the case at the yard.

Q. Outside of the abuses and frauds which we have already spoken of, do you know of any others existing in the general or special service, connected with the Navy Department?—A. There is a matter that occurred at the Boston yard some time in the summer of 1873. There was a large number of men taken on prior to the election to work on the Virginia, a very sound old ship, having never been launched; and under pretense to make room on her ways for another ship, she was, in a measure, destroyed. She was so sound they found a great deal of difficulty to cut her up. She would have made a very fine receiving-ship, to take the place of the Ohio.

Q. Did they commence her destruction?—A. Yes; cut a hole through her bilge. They employed a large number of men to do this thing.

Q. Was she a live-oak ship?—A. Yes. She would have made a receiving-ship that would have lasted one hundred years probably—fifty, at least.

Q. Has the Ohio been subsequently destroyed?—A. She is no longer a receiving-ship. It is necessary to make very great repairs upon her. They have substituted the Wabash.

Q. Are there any other instances?—A. There is one great abuse that exists in our Navy, in regard to the service stores and equipments, and all kinds of clothing for the use of the ships and men at foreign stations; lumbering up our storehouses; and in many instances the stores being condemned very soon after they reached the station. There has been no care about such things; and oftentimes things could be purchased much cheaper than they can be sent

By Mr. ROBBINS:

Q. Do you allude to our foreign stations?—A. Yes; wherever we have storehouses on foreign stations.

Q. What remedy would you suggest for that?—A. Whenever we can purchase on foreign stations, it would be more economical so to do—to buy in the open market. Provisions can be bought abroad on most of our stations much cheaper than you can send them.

(Here the witness was requested to take with him a number of written questions, to be answered in the same manner and to be returned on the following day.)

WASHINGTON, D. C., *March* 15, 1876.

Commodore FAIRFAX recalled.

By the CHAIRMAN:

Question. I desire to ask you this morning, in reference to the discharge of any clerks or employés in the navy-yard who were subsequently taken on by direction of the Navy Department. Do you know of any such instances?—Answer. While I was at the Portsmouth navy-yard there was an effort made to reduce the supernumeraries of the yard. It was suggested to the Secretary of the Navy that a good deal of expense could be saved by discharging certain unnecessary clerks in the yard. The Secretary authorized it to be done, with the understanding that it should go through all the yards, New York, Philadelphia, and elsewhere. We only proceeded as far as the discharging of supernumeraries in the yards, taking in Portsmouth yard, amounting to several thousand dollars a year—probably nine or ten thousand dollars in that one branch. Then there were a few inquiries—political—about it. As I was instrumental in bringing this thing about, I came very near losing my position as the executive officer of the yard. I used what political influence I had to stave it off. I had Morrill and Cragin against me; they told the Secretary of the Navy that it couldn't be done. Dr. Wentworth, he was a practicing physician in Kittery; he held a position through Mr. Hamlin for political services, and during the war. He came to me and said he had been appointed to this position, with the understanding that there was nothing to do. It was a $1,500 position. He practiced medicine, and I know he was scarcely able to do duty. I told the civil engineer of the yard, Mr. Chandler, that I required him to keep his clerks with him; and this brought about this statement of Dr. Wentworth. He was discharged, and for a time remained out of the yard, but afterward re-appointed, and continued in the yard, not having anything more than nominal duties. He had his brother, at $4 per day, to attend to the duty.

Q. He was discharged?—A. Yes, sir.

Q. There was no necessity for the office?—A. No, sir.

Q. Was he afterward taken on?—A. Yes, sir. He came back about the time I left. When I left there they were all put back.

By Mr. HARRIS:

Q. By whose orders was Dr. Wentworth restored?—A. He was restored, I presume, by an order of the Bureau of Yards and Docks.

Q. Do you know of any other instance of an unnecessary officer being employed?—A. I can't remember them all, except an $1,800 clerkship. There was a man who was appointed to fill the place of this person that was discharged. He wrote me to inquire what the duties were. I told him there were none. He said he would accept the office. He was a republican. He wouldn't come unless there were some duties attached to the office. After that I don't know who took the office.

Q. What year was that reduction made in the yards?—A. That was somewhere about the latter part of 1871 or 1872—about the closing up of my third year at the station. It may have been the early part of 1872.

Q. Did Dr. Wentworth perform the duties that were assigned him?—A. Nominally he did. The civil engineer of the yard was in charge of his office in the yard.

Q. He was superior to him?—A. Yes; he had supervision of the whole. He seemed to regard him (Dr. Wentworth) in the light of a supernumerary, and when he was not there he never took him to task.

Q. Do you know whether he kept up that clerical duty?—A. Yes, sir.

Q. Do you know in point of fact that he did perform the duties assigned to him?—A. He only had supervision of the work that his brother was attending to. He had his brother employed, and he did the work that properly belonged to Dr. Wentworth.

By the CHAIRMAN:

Q. Who paid his brother?—A. The Government; $4.50 per day. Dr. Wentworth's salary was $1,500.

By Mr. HARRIS:

Q. Dr. Wentworth was a salaried officer?—A. Yes, sir.

Q. Who is this Wentworth?—A. He was a general by brevet during the war. He left his practice and went into the Army, and was wounded. He was one of those strong friends, and he worked for Mr. Hamlin, and by his energy and influence helped Mr. Hamlin to obtain his position as Senator. He was a very warm advocate of Mr. Hamlin. Mr. Hamlin thought he ought to have it because he had been in the Army.

Q. Are you giving your opinion?—A. This was Mr. Wentworth's—that Mr. Hamlin had him appointed because he said he would have nothing to do.

Q. Was Wentworth a candidate for Congress at that time?—A. I think he was. He tried twice for the nomination, but didn't get it.

By the CHAIRMAN:

Q. What vessels in the United States Navy have been rebuilt or built under the name of repairs?—A. The Monongahela was entirely rebuilt while I was at the Portsmouth navy-yard. The Shenandoah at Boston was entirely rebuilt while I was at the Portsmouth navy-yard. She was a new vessel I mean. The Quinnebaug, she is repairing at Philadelphia now. She has been very expensively repaired. I couldn't say that she has been rebuilt. She has been undergoing repairs for a long while. The Swatara, she was rebuilt. The Galena, she was an iron vessel. The Vandalia has been rebuilt. The Marion has been rebuilt. The Kearsarge at California; that vessel has been expensively repaired. I can't say that she has been entirely rebuilt. The Tallapoosa was rebuilt at Baltimore, and since then she has had a great many alterations made in her in consequence of the indifferent way that work was done at Baltimore, which cost the Government a great deal of money. She was used as a dispatch-boat to run along the coast to carry stores from one navy-yard to another. The Miantonomoh, she is an iron-clad, what is called a monitor; she is being entirely rebuilt at Chester Monadnock, at Mare Island, Terror of Philadelphia, Camanche at Mare Island. There is a good many of these vessels that I can't separate now.

Q. Isn't the Nipsic being torn to pieces, and rebuilt at the Washington navy-yard?—A. It is the present style of things to take up a vessel and entirely reconstruct her and rebuild her.

By Mr. HARRIS:

Q. Those iron-clad monitors, do you understand that the turrets are not to go on board again?—A. The turrets will unquestionably, where they have not been battered. Those vessels were never in fire, and of course they will go back.

KITTERY NAVY-YARD, *May* 16, 1874.

SIR: The undersigned respectfully submits the following proposal to launch the steam sloop for which he obligated himself in a contract to build.

To launch the vessel, the material to be furnished and hauled to the ship-house as required, and the officials of the yard to take the care and charge of the vessel as soon as afloat, for the sum of $2,000.

Your obedient servant, JOHN W. GRIFFITHS.

ISAIAH HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, May 16, 1874.

SIR: Your offer of this date, to launch the sloop of war building by you in the Kittery navy-yard for the sum of $2,000, the materials to be furnished and hauled to the ship-house as required, and the officers of the yard to take care and charge of the vessel as soon as afloat, is hereby accepted.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

JNO. W. GRIFFITHS,
Portsmouth, N. H.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, June 25, 1874.

SIR: Inclosed please find the following bills approved in triplicate, payable by the paymaster at Portsmouth, N. H.:

For the eighteenth payment, being the last under contract for building the Enterprise	$1,559 38
For reservations withheld from eighteen payments	2,309 99
For launching sloop of war Enterprise	2,000 00
	5,869 37

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

J. W. GRIFFITHS,
Portsmouth, N. H.

BROOKLYN, *June* 16, 1874.

DEAR SIR: May I respectfully ask that, having completed the hull of the United States steamer Enterprise under my first contract, as far as may be, until the vessel is docked and the castings made, and having launched the vessel under the second contract, that the amount of contract balance be paid at Portsmouth, as the former payments have been, which stand as follows:

Balance	$1,654 00
Reserve	2,310 00
Launching	2,000 00
	5,964 00

The remainder, being compensation for demurrage and extra work, $5,926, will be a sufficient guarantee that the remainder of the work will be executed as soon as castings are ready and the vessel is docked.

Respectfully submitted by your obedient servant,

JOHN W. GRIFFITHS.

ISAIAH HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

PORTSMOUTH, N. H., *November* 20, 1874.

SIR: The Enterprise having been built to the satisfaction of the bureau, under the superintendence of Assistant Constructor Philip Hichborn, I would respectfully ask that no change be made during her progress to completion.

Your obedient servant,

JOHN W. GRIFFITHS.

ISAIAH HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

PORTSMOUTH, N. H., *November* 14, 1874.

SIR: Your letter of the 12th instant, qualifying the proposals of the undersigned, under date of August 31, 1874, to continue the work on the United States steamer Enterprise to completion, excepting only the blacksmiths', platers', and coppersmiths' work, together with the masts, spars, blocks, and boats, the materials and facilities of the yard to be furnished as required, for the sum of $25,000, has been duly received, and is hereby accepted by the undersigned.

Your obedient servant,

JOHN W. GRIFFITHS.

ISAIAH HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

PORTSMOUTH, N. H., *May* 28, 1874.

SIR: The undersigned submits the following proposal to copper the steam screw sloop, built by him in the Kittery navy-yard, when the vessel shall have been placed in dock. To have the material and facilities of the yard furnished as required, for the sum of $1,800.

Respectfully submitted by your obedient servant,

JOHN W. GRIFFITHS.

ISAIAH HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

KITTERY, ME., *March* 16, 1876.

JAMES W. BROOKS sworn and examined.

By Mr. BURLEIGH:

Question. Were you foreman carpenter on the yard during the time that Mr. Griffiths was at work building the Enterprise?—Answer. I was foreman-joiner, sir.

Q. You were here during the time that he was building the Enterprise?—A. Yes, sir.

Q. Will you state to the committee what you did to the material put into the Enterprise; what was done in the joiner-work to assist him?—A. I did all that could be done by the machinery on the yard—planing, sawing, matching boards, sticking molds, planing deck-planks, turning, &c.

Q. You did not bead the bulwarks outside?—A. No, sir; no beads stuck except on the rail.

Q. Didn't you bead any of your state-rooms below?—A. That was done by hand. He did that. We planed the bulk-heads.

Q. Would you plane and match them?—A. We planed and matched them.

Q. Did he have the windows to build?—A. I think there were four cabin windows that belonged in his contract.

Q. What did you do to them?—A. I am not positive that we did anything. That is crooked stuff. You cannot work that on machinery. But we might perhaps do the mortising and tenoning. We got out the frames.

Q. Did you bead it?—A. On this crooked work all we could do was to jig it out to the molds.

Q. Could you not plane two sides of it?—A. It is not only sweeping, but beveling. You cannot plane it. It had to be worked by hand; we did all the crooked work that could be done with the jig-saw.

Q. Are there in the state-rooms in the main cabin any means of ventilation except the doors?—A. There is a light in the main cabin, a small sash.

Q. Are there any stanchions up and down there?—A. There are banisters in ward-room sections.

Q. Who turned those?—A. I did it with my force. I did everything of that sort that could be done with the machinery that we had.

Q. Which is the most work, to get those things out or to set them up?—A. It is the most work to get them out.

Q. You did more work than he did?—A. Yes, sir, that part of it; speaking now of the banisters.

Q. What about the doors?—A. We did all the planing, all the mortising, all the tenoning.

Q. To mortise you would have to saw them out to size?—A. Yes, sir.

Q. His work would be to put them together after it was fitted?—A. Yes, sir; his work would be to put on the bevels, strike for the rails and the widths, &c.

Q. Was your work more or less than his, on the doors?—A. Well, just about one-half.

Q. What other parts of the ship did you then have to work upon; to make anything anywhere equal to one-half more?—A. Well, it is more than one-half of the work to plane the stuff in *all* the work on the ship. It was not so much work to plane out some of the stuff by machinery as it would have been to put it up after it was got out; but it would have been more work to plane it by hand, a great deal.

Q. What is your idea of the joiner-work on the whole ship, whether most of the work in the ship was done by the tools, or most of it done by his men?—A. O, most of it done by his men, take the ship through.

Q. Do you mean on joiner-work?—A. Yes, sir.

Q. On the planing up of the hull?—A. We did nothing except planing the deck plank.

Q. Were the deck-plank jointed?—A. No, sir.

Q. Were they got out to a joint, or so that he would not have to joint them?—A. No, sir. He had to joint them.

Q. What did he have to do to them?—A. They diminished the streak with the ax, and jointed it up with the hand-plane.

Q. Did you do that before or after this work was done?—A. We did it before. We planed two sides, dressed them down to a uniform thickness.

Q. Well, the berths in the cabin, plump-boards, and matching of top slats, who got those out?—A. We did what part of it we could—everything that could be done by machinery.

Q. Was your part the largest part of that?—A. No, sir; I think not.

Q. What would he have to do with berth-slats?—A. The bottom of the berths is solid wood. There is a case of drawers under the berth. They made it. We planed the boards and matched them.

Q. Did you saw them to dimensions?—A. No, sir; they are all of different widths, except the front; that we framed and mortised. We ran it through the saw and he would have to joint it up by hand.

Q. Now will you state any other part of the joiner-work?—A. No, sir; that is all.

Q. Does what I have asked cover the whole?—A. My statement is that we did all that could be done by machinery. That covers the whole.

Q. State some jobs where you have done more than half of the work; any that you have not gone over.—A. Well, I don't know as I can, any particular job.

Q. Are there any sky-lights on that vessel?—A. Yes, sir.

Q. What about those?—A. Well we did what we could of those. I don't remember that there was more than one sky-light made. There was a sky-light over the engine-hatch that they made.

Q. Did they make it entirely?—A. No, sir; we did the same work there as on the other, planed the stuff out and molded the sash.

Q. Did you saw the top at proper length?—A. No, sir; they furnished the boards, and we ran them through the planer and jointed them.

Q. Didn't you have anything to do with the sides?—A. Yes, sir: with the mortising and tenoning. There is no frame but just the posts—sash cut out between the posts.

Q. You got out the wood-work for that?—A. Yes, sir; planed and matched it. One end of that sky-light is circular. The half around that of course they worked out themselves.

Q. Is there a top-gallant forecastle?—A. Yes, sir.

Q. Is there any joiner-work under that?—A. Yes, sir; bath-room and water-closet. We got out the doors for that.

Q. Are there any chicken-coops on board of her?—A. No, sir; I don't think we manufactured any "stores." Chicken-coops go under the head of "ship's stores." I don't think they completed anything of that sort. We did everything that could be done by machinery and the facilities that we had in the yard here. I and my men did everything that could be done in the joiner-work, which was my department.

Q. Are not your facilities better than those of any yard?—A. I don't think they are quite as good as those of some yards. We had the tools and used them for that.

Q. Did you use them for that in preference to your own work?—A. Yes, sir.

Q. Laid your work aside to do their work?—A. Yes, sir; when necessary; those were the orders I had, that they were to have the preference in all cases.

Q. How many men did Mr. Griffiths have employed on that vessel?—A. I could not tell. The out-board joiner-work he sublet, to plane up the ship, and all that comes under the head of out-board joiner-work. Mr. Jones was subcontractor for the joiner-work.

Q. Where does Mr. Jones live?—A. He lives, I think, in East Boston.

Q. Now tell me any other subcontractor that you know.—A. There was a man that did the calking, named Dinsmore, on the second contract. I don't know how it was on the first. I don't know whether he did the calking in the first place or not.

Q. Now, do you know any other subcontractor under him, besides Mr. Dinsmore and Mr. Jones?—A. No, sir; not on this last contract.

Q. In the first contract?—A. I don't know that there was any that I know. I could not tell you.

Q. In regard to the quarter-galleries there is a good deal of joiner-work about those, is there not?—A. Yes, sir.

Q. They are very expensive to put on a ship?—A. Yes, sir.

Q. Do you know what the expense would be of putting them on a ship?—A. No, sir.

Q. How much, for a rough estimate, for labor in the joiner-work? The difference between having them in the ship and not having them, building them as she is?—A. I should say, for a guess, that it would make $300 difference in the joiner-work.

Q. Would that cover the lights?—A. There are only two lights of glass.

Q. Was it $300 for both sides?—A. Yes, sir.

Q. $150 on each side?—A. Yes, sir.

Q. Would you contract to do joiner-work for that sum on them?—A. I think I should be willing to.

Q. Inside and out?—A. Yes, sir.

Q. Do you know any other joiner-work belonging to Mr. Griffiths to do that was left off, besides these, that he did not do?—A. No, sir; I don't know of anything now. I believe, though, that there were some of the ladders that he did not complete in this first contract, side-ladders; but I don't know that I am positive in regard to that.

Q. Did he complete the between-deck ladders?—A. He made some ladders. I think his last contract included new ladders. The first ladders he made were not suitable.

Q. Was there any other thing besides the ladders that he made under the first contract that was condemned, that had to be made over under the second contract?—A. I think the gratings were condemned.

Q. Were there gratings over each hatch, lower and upper deck?—A. No, sir; only on the upper deck.

Q. Who built the galley?—A. Bureau of Equipment furnish it.

Q. Didn't that come under his contract for joiner-work?—A. There is no joiner-work to be done on the galley, I think.

Q. Was that all made by the carpenters?—A. All the wood-work is just the platform on which it sits. It is not housed in. The galley sets out open. It is not covered—it is all open. It is just merely a platform to set it on.

Q. Is the stern of this ship sheathed without pine outside?—A. No, sir.

Q. Not on the rail?—A. The hammock-rail is sheathed inside and out.

Q. You got those hammock-rails out of the proper width and planed them, and you stuck a bead on them, didn't you, by machinery?—A. No, sir.

Q. After you left them they were all ready to lay except beading, were they not?—A. I don't think we had anything to do with beveling them. Their bevel-work was sawed at the futtock mill. But the hammock-sheathing, of course, we did. We planed and matched the boards.

Q. You did all the work to the hammock-sheathing except putting it up?—A. Yes, sir.

Q. That was three-fourths of that work?—A. No, sir; it was not half of it. The front is paneled. That they had to do by hand. They had to put it up. We got out the moldings.

Q. The moldings were a considerable part of it, were they not?—A. No, sir; I should think not.

Q. You made the style and the moldings?—A. We planed it out. That is not mortised together. It is cut in between the two rails. He put in the moldings. We did not go aboard of the ship to do any work.

Q. But you got it all ready to go aboard the ship?—A. Yes, sir.

Q. And did all that could be done of it by machinery before it was put up?—A. Yes, sir.

Q. You were foreman of the joiners during the building of the Enterprise. Did you ever know of any material or labor having been charged to the Enterprise which was not carried to it and used by it?—A. No, sir.

WASHINGTON, *February* 29, 1876.

Commodore JOHN C. HOWELL sworn and examined.

By the CHAIRMAN:

Question. Please state your rank.—Answer. Commodore in the Navy of the United States; at present, chief of the Bureau of Yards and Docks.

Q. Previous to your assignment to your present position where were you stationed?—A. At the Portsmouth navy-yard.

Q. How long were you there?—A. Two years, in command.

Q. During the time that you were at Portsmouth, how many of the eight sloops of war authorized by the act of February 10, 1873, were constructed, in whole or in part?—A. Two; the Enterprise and the Essex.

Q. Which was built by the Government and which by the contractor?—A. The Essex was partly built by the Government while I was there; the Enterprise wholly by the contractor, Mr. Griffiths.

Q. State what privileges that contractor had in the selection of material and labor?—A. He had a great many privileges. A copy of the contract was sent to me, but it is impossible

for me to give in detail exactly what he had. His timber was furnished him—a great deal that was gotten out by Mr. Webb, who was the constructor of the yard at the time. He had the right to reject it if he did not think it was proper for the ship. I think that he did reject one or two pieces of planking after it was put in; he did not think it was good; he objected to it as knotty, or something of that kind. He had the run of the work-shops, and, if my recollection serves me, he had the preference in the work-shops over the Government work.

Q. Under the orders of the bureau, did the navy-yard, in its management, defer to the contractor?—A. Mr. Webb, (who is constructor at the Washington navy-yard,) under whose supervision the Enterprise was built, could give you in detail all those statements. I, as commandant of the navy-yard, shut up in my office from nine until three, cannot pretend to recollect a great deal about it. My impression, however, is that Mr. Griffiths had the preference in the work-shops over Mr. Webb, who was building the Essex at the same time. We were ordered to give him every facility.

Q. And he availed himself of it, so far as you know, to the full extent of the orders?—A. I am very confident he did.

Q. And in cases of appeals taken by him from any order or attempted control of the constructor, you decided in Mr. Griffiths's favor, did you not?—A. No, sir; I decided against him whenever I possibly could.

Q. Why so?—A. Because it annoyed me, in the first place, to have a ship built within the navy-yard. I did not think it was a good place to build a ship. I changed my mind a little afterward. But in many of those cases the matter was referred to the chief of the bureau, who decided against me.

Q. Do you know of any obstacle whatever being thrown in the way of M. Griffiths' carrying forward his contract with the Government?—A. I certainly do not.

Q. Either upon your part or upon the part of any other officer or employé at the navy-yard at that time?—A. I am certain that I never threw any obstacle in his way, further than to hold him to the very strictest terms of the contract. That I determined to do, and did do, so far as I could. The case was occasionally represented to the chief of the Bureau of Construction, who, possibly, was more liberal in his views than I was, and the cases were generally decided against me. I know of no obstacle having been thrown in his way; I have no recollection of any. I don't think that Mr. Webb, the constructor, was very much attached to Mr. Griffiths, but he is a very honest man, in my opinion, a very good man, and I do not think he would throw any obstacle in Mr. Griffiths' way, purposely, or that he would endeavor to delay him in the building of his ship. Some things it is possible Mr. Griffiths thought he ought to have, the use of some machinery, possibly, which Mr. Webb was using, and he may very possibly have been delayed in that way a little; but I doubt it. I have no recollection of it; I cannot call any instance to mind.

Q. As to the control of labor, or the control of teams whenever necessary, how was it?—A. To the best of my knowledge and belief, he had them whenever it was necessary, all that could be furnished him.

Q. Within your knowledge did not Mr. Griffiths exceed that, and require it when it was not necessary?—A. I don't recollect. If it had ever come to me, he certainly would have been stopped right there. I don't reccollect any such case having been reported to me; possibly it may have been; this was three years ago.

Q. Can you state from your recollection how many, if any, surveys or inspections were had of that ship built by him, with a view of determining the value or cost of any alterations or changes made by you or under your order?—A. The only thing that I recollect was that I went on board with Mr. Hanscom and went over the ship with him, and I suggested that the quarter-galleries should be left off. I showed him how impossible it would be for a sick man to crawl down into this place, and for a stout man like myself it was impossible. I suggested that they were cumbrous on a small ship like that, and that they were exceedingly inconvenient at all times, especially when a man was ill. I also suggested to him that of course as those were left off, whatever they were to cost beyond the cost of placing the arrangements inside, ought to be deducted from the contract-price.

Q. That charge, instead of adding to the contract anything to be paid by the Government, should have been deducted from his proposal?—A. Decidedly.

Q. Any other change or alteration?—A. Possibly, some little modification in the arrangements of the cabin, but nothing that should have cost anything.

Q. Do you know whether the change suggested by you was made or not?—A. No, sir; I left too soon to know of it.

Q. Do you know anything about the mode or manner in which the account was kept of the materials and labor supplied by the Government?—A. All kept by Mr. Webb, who, at the end of whatever time had been agreed upon that payment should be made, brought me a certificate that so much of the ship was finished—that so much labor had been performed upon her, and that so much upon the contract was then due Mr. Griffiths.

Q. Did this account show the amount of expenditure he made from the labor and material owned by the Government?—A. No, sir; only the gross sum in money due was shown. Mr. Webb, however, has, or had, a minute account of every bolt and every plank and every frame and every piece of timber put in the ship. That did not come under me. That was his specialty. He kept all those accounts; I simply signed the bills.

Q. Who controls the taking on and the discharging of employés at the navy-yard? Is it the commandant, or any officer connected with the yard, or is it the head of the bureau here?—A. The men are supposed to be recommended by the foreman of each department, to the head of that department in the yard, to the constructor, the civil engineer, the chief engineer, the equipment officer, and so on. If the head of the department approves the selection of the men and their number, a list is made out and presented to the commandant for his signature. The commandant may object; he has that power; but it would not be well at all times for him to object, because they might say, when they were asked, why is not this work done? "the commandant would not allow us a sufficient number of men; he would not allow us the men that we wanted." Therefore the commandant very generally, unless there is some man upon the list known to him to be incompetent, or a bad man, approves the list and the men are taken on. That is the theory.

Q. How far does the practice conform to that?—A. It depends a good deal upon the time of year.

Q. What has that to do with it?—A. Well, the elections take place at a certain time of the year.

Q. Does an election tend to diminish or to increase the number of laborers in the yards? —A. In my experience I have found it rather to increase them.

Q. Is that a fact at the Portsmouth navy-yard?—A. It was, upon occasion.

Q. What occasion was that?—A. Upon my word, I don't know. It was some election there in 1873 and '74, probably. I recollect that a number of men were taken on just before the election; I have forgotten exactly how many. I also recollect that forty of them voted the democratic ticket the next day. There was a mistake, apparently.

Q. Do you remember in what proportion they were taken on at that time?—I think 100 men were taken on.

Q. How long before the election?—A. Three or four days.

Q. Under what kind of order were they taken on; the recommendation of any committee or any outside parties, and, if so, whose?—A. I forget. There was an order of some sort, of course, or they would not have been taken on; whether it came from the chief of the Bureau of Construction or not I do not know. Those orders generally did come from him.

Q. Was it to take on a specific number of men?—A. I think the order was worded somewhat in this way: "One hundred men will be required for work on" some ship or other, "and you are authorized to take them on." The men were taken on, and, as I said, forty of them voted the other way. They worked honestly and faithfully while they were there.

Q. How many days were they kept in the yard?—A. I should say about ten or twelve or fourteen days.

By Mr. JONES:

Q. Were there not a great many more employed in 1873 and '74, previous to the election? —A. That was the instance that made the impression upon me; it has always been done. It was done twenty years ago; it is done now; it will be done always, unless you can pass some law to stop it, and I don't know whether you can do that.

Q. Was your attention called to the residences of the laborers or employés taken on in September, for instance, at Portsmouth, N. H., as to whether they lived in the State of Maine?—A. I have an idea that it was very much that way. I have a recollection that it was in that way. I don't know the month exactly. I know that at one time the majority of the men we got were from New Hampshire, and at another time the majority of the men were from Maine. The elections came on shortly afterward. There is no doubt about that.

Q. Do you remember the names of the vessels upon which these men were employed, or what was the alleged necessity for their employment?—A. I think the Monongahela was one, and I think we were breaking up a ship there, which actually did require quite a number of men.

By Mr. JONES:

Q. Hauled up, probably, for the occasion?—A. I don't know about that. She was hauled up.

By the CHAIRMAN:

Q. Was the work completed?—A. Yes, sir.

Q. In those ten days?—A. O, no; but the men worked honestly while they were there; for that is my business. The work was pushed on during that time, but then at the end of that time the money would be somewhat short in that department and the men would have to be discharged.

Q. The number of laborers taken on in the yard is determined by the amount of money set apart by the head of the bureau here?—A. Yes, sir; he controls the number of men that shall be taken on. We are informed generally, at the first of the month, exactly how much money we shall have to spend that month for labor alone. Then we can make our calculations as to how much labor can be employed during that month or how many men can be taken on. Sometimes it is $20,000 for the month; sometimes $5,000.

Q. Do you know of instances in which orders originating here have been given to officers of the yard directing them to make requisitions for laborers or employés?—A. I have no recollection of such a case in my experience.

Q. Do you know of instances wherein it has been done with reference to purchases of timber or other materials required at the yard?—A. Not to my recollection, in the Portsmouth navy-yard, or in any navy-yard that I ever commanded.

Q. Do you know whether it is a fact?—A. I have heard something of the sort, but where I don't know. I know that there were a number of knees taken in at the Philadelphia navy-yard—at least I was so informed by Commodore Preble, who, I think, stated the same thing here. That is the only thing of the kind that I have any knowledge of even by hearsay.

Q. Do you know anything about some controversy at the Portsmouth navy-yard with the head of the bureau, or with the contractor, about some knees at that yard, either live-oak or white oak?—A. During my administration of the yard was it?

Q. I think so.—A. I won't say that it did not occur, but I do not recollect it. But there at the yard is all my correspondence; if I only had my books here I could tell you very readily.

Q. Did you have any controversy with the contractor about the delivery of timber, lumber, or material of any description, and conduct any correspondence in regard thereto with the head of the bureau?—A. I do not know. I don't recollect. I know that a very large quantity of timber was landed at the navy-yard, very much to my annoyance as commandant, because it filled up the yard, and I didn't know where to put it; but whether I wrote any letters about it or not I am unable to say.

Q. At the time it reached the yard were you advised, or was it the fact, that any contract existed for its delivery at that place?—A. It is possible that some live-oak timber arrived there without my having been notified that it was to arrive, and without any copy of the contract having been submitted to me. In fact, I think all the live-oak timber was sent there. The vessel simply arrived alongside and they said that the timber was for the navy-yard, and asked permission to discharge it. I suppose that I must have written to the chief of the bureau for authority to unload the vessel, and the order must have been given, or, of course, I would not have taken it.

Q. Who was delivering that timber?—A. I do not know.

Q. Was it not Mr. Swift?—A. I really don't know. He is a man that delivers timber at the Boston yard. I know that by hearsay; but what that man's name was I haven't the least recollection.

Q. Do you remember Trickey & Jewett?—A. Very well.

Q. Do you remember their delivering any timber at that yard and without any notice to you of any contract?—A. I know of their delivering timbers there, quantities of it; but under what circumstances I really cannot tell.

Q. Who were the principal contractors or parties delivering timber at the Portsmouth yard while you were in command?—A. Trickey & Jewett for pine lumber and piles, and all that sort of thing; but who the other parties were I don't recollect.

Q. I ask your opinion as to the necessity for the quantity of timber delivered by these parties in that yard.—A. An excellent argument is made in the Secretary's report upon that subject, and the Chief of the Bureau of Construction I have heard talk sensibly and well about it. At the beginning of the war our live-oak timber had been very much reduced by the ships that had been built, and there was no possibility after that of getting any more of it. Our ships, therefore, were necessarily built of green timber—white oak. The action of heat upon the knees rotted them very much and very rapidly, and in the course of a very few years ships that cost a million dollars were worthless—they would not hold together. Some of them were sold for $40,000 apiece, engines and all. Mr. Hanscom claims that this taught him a lesson, and that he determined that the country should not be caught in that way again. If my recollection serves me, he says that he has on hand now only enough live-oak to build thirty-five ships, and that he could use up, in the event of a war with a foreign country when it would be necessary to build ships rapidly, all the live-oak now in all the navy-yards in one year.

Q. I suppose that by your repetition of that argument, you mean to give it your concurrence?—A. Yes, sir; I think I do. Whether it was proper at this time to expend so much upon the purchase of live-oak, and whether it should not have been purchased in smaller quantities and the purchase extended through more years, I am not prepared to say.

Q. Looking to the facilities of the Government in its yards, its wet docks, and its other means to preserve the timber, is it not an unnecessary and useless waste of the public money?—A. I do not think I would be justified in saying that it is.

Q. Does not the live-oak, if not first put in wet basins and then afterward properly protected by timber-sheds, take what is termed the dry-rot?—A. I believe it does, or, at all events, it is injured in some way; the sun splits it.

Q. Within your own observation is not that occurring?—A. It is.

Q. In the face of that fact, how is it that the Government does not suffer losses?—A. The Government, in all probability, will suffer some loss from the want of protection to the timber. The want of protection is caused by the want of an appropriation to build timber-sheds.

Q. Ought not an executive officer to be controlled by the appropriation that he has, and not by the one he thinks he ought to have?—A. I think so, decidedly.

Q. And in view of the fact that appropriations have not been made for the multiplication of wet docks and proper timber-sheds, ought not, in common prudence, the executive officer to look to this fact in protecting the interests of the Government?—A. I think I should have done so.

Q. Do you know of any instance where property belonging to individuals has been stored in the yards of the Government?—A. Furniture for officers, do you mean?

Q. Timber or anything else.—A. I recollect nothing of that kind in Portsmouth. I think, although I am not at all positive, that some timber of some kind was stored at the Portsmouth navy-yard, landed there, pending negotiations for its purchase. I have simply an indistinct recollection of it. I don't know whose timber that was.

Q. Looking to the means of taking care of timber, as they existed at the Portsmouth yard, I ask you if there has not been an unnecessary accumulation of timber at that point beyond the means of the Government to take care of it properly?—A. There is a very large wet basin at Portsmouth, where, at high water, the timber is almost entirely covered, or it could be so arranged in that dock that it would be covered. As I was about leaving the yard I suggested the propriety of building ways by which the timber could be launched into the middle of the dock, and that a heavy pair of shears—one of these swinging cranes—on a large scow should be built, in order that the timber might be distributed throughout that dock. I think there was sufficient capacity in that dock to hold all the live-oak at the Portsmouth yard received during the time I commanded there. It was not all in when I left. On the contrary, there was a large accumulation in the yard.

Q. And in that exposed condition subject to decay?—A. Subject to injury of some sort, at all events.

Q. Do you know of any instances in which clerks or writers have been taken on at that yard without the requirement of the officer there, and at the instance or by the order of the bureau here?—A. I am unable to mention names, but I know that I was under the impression that more clerks were employed in the Bureau of Construction than were necessary to perform the work, and I recommended the discharge of one or two, at all events.

Q. Do you know of instances where workmen have been taken on or discharged at the yard at the instance of politicians?—A. I do, sir.

Q. How often has that occurred?—A. I should be unable to say.

Q. That was during the time that you were commandant at the yard?—A. During the period of time that I was commandant at the yard, which was since 1870.

Q. By whose orders was that done?—A. The orders generally came, I think, from the Bureau of Construction—I will not be positive—by direction of the Department.

Q. I call your attention to the time when there was a meeting in your office in which the subject was talked over and arranged how many men should be taken on from one State and how many from another. Do you recollect such a meeting?—A. I may have heard it talked over, but I never gave an order to take a man on in the navy-yard at Portsmouth, to the best of my recollection, while I was there, except by order of superior authority. It is a thing that I avoided. I wanted to keep my hands clean, and I have kept them clean.

Q. I am aware of that; but I call your attention to such a meeting, at which, if I am correctly informed, Mr. Hanscom and some politicians were present.—A. I used to hear those matters talked over very often.

Q. Do you recollect such a meeting of two or three parties, politicians, in which the number of men to be taken on from Portsmouth and the number to be taken on from the State of Maine was determined?—A. I don't recall it to mind. I will not say that it did not happen.

Q. Do you remember any instance wherein the name of a party was borne upon the payroll of that yard who did not perform service in the yard?—A. Do you mean one that performed no service at all?

Q. No service, or half service, or any evasion of the full requirement of the law?—A. No, sir; I do not. If you know the name, possibly I might tell you more about it. I know the orders were exceedingly stringent that everybody should perform their duties.

Q. Do you know anything of parties being employed and paid for labor for which they were not fitted or skilled?—A. I have heard of such things in the yard, but those men were there generally for a very short time, and the matter was not brought to my notice, or they should not have staid there a moment. But not until after they were discharged was I cognizant of it at all.

Q. Do you know of any party having been discharged from the yard for any shortcomings or offense of any kind and afterward being taken back to the yard?—A. I do.

Q. What was the name of the party, for what was he discharged, and how did he come to get back?—A. There was a captain of the watch, I don't recollect his name, whom I had been dissatisfied with for a long time. He apparently had strong friends, and although there were a great many rumors about him, yet there was nothing that I could get hold of to justify me in discharging him, and I made it a point never to discharge any man unless I could prove that he had been behaving badly. One of the workmen was passing into his

boat at the wharf with something under his arm. The sentry stopped him. This man according to the sentry's account, rather got between him and the man who had whatever it was under his arm, taking it out of the yard against orders, but the sentry caught the man and took it away from him, (it was only a trifle,) and reported the watchman for interfering with him instead of assisting him. He reported it to the major of marines, who reported it to me, and I discharged the man on the spot. He was in the Bureau of Yards and Docks, of which I, as commandant, had particular control. Some time afterward he came back. I will not say that it was while I was at the navy-yard, but I know that he came back as captain of ship-keepers, at a higher rate of pay. I have forgotten the man's name.

Q. Do you know by whose orders he came back?—A. I think by the order of Mr. Hascom, under whose bureau ship-keepers are.

Q. Do you know of any other instance of a discharged man being put back?—A. Yes, sir. There was a man who had been acting as engine-driver of one of the stationary engines in the yard, (the machinist I think they call him,) whose character was not good at Portsmouth—who was offensive to the men under his charge, and whom, for some neglect of duty, I have forgotten now what it was, I discharged. Shortly afterward I was directed by the chief of the bureau to take him back in another capacity, and I did not do it. I pigeonholed the letter and kept it there for some months, when I got another order to take him back, which I thought it more prudent to obey, and did.

Q. Do you know of any other instance?—A. I don't recall any other.

Q. About that time was there a disappearance of a large amount of copper, and was the watchman that you first spoke of implicated, in your judgment, in the disappearance of the copper?—A. No, sir; I don't think that was the case. He was implicated in the disappearance of the box of glass, not of the copper. Every man implicated, in my own mind, in the disappearance of that large amount of copper I dismissed on the spot. I think there were three or four of them, but I don't think any watchman was concerned in that. If my recollection serves me there was a teamster, a laborer employed in the engine-house, and, possibly, one or two others.

Q. Have you any knowledge or information as to whether those copper-thieves have been employed at the yard since that time?—A. I don't know. They were not employed while I was there. If I am not mistaken, one of those fellows did get back while I was there, under an assumed name, and in another bureau; but he was not there more than two or three days before he was turned out and ejected from the yard. I think he went into the Bureau of Steam Engineering,

Q. You have no information derived from any of the officers of the yard that that same man afterward got back into the yard?—A. No; I have no recollection of it. I can hardly conceive it possible. I doubt if it did occur.

Q. A large amount of copper disappeared, did it not?—A. It was impossible for us to tell. We knew how much copper we had lost, but it had evidently extended over a series of years. It was old copper taken from the bottoms of ships—copper that had been taken off in breaking up ships—old pieces of copper that it would have been necessary to remelt before they could have been used, but valuable, of course—worth so much a pound. When we discovered that it was being stolen, I had it all carefully weighed, and the amount that we found there and the amount on the books of the construction department differed very materially—some thousand pounds, I think. How long that had been going on nobody could tell.

Q. The facts upon which you acted in the dismissal of this captain of the watch, and in the other instance, you reported, did you not?—A. I suppose I did. I think I must have done so. It is customary to do it.

Q. Since your removal from that yard you have been connected with the Bureau of Yards and Docks?—A. Yes, sir.

Q. State what connection you had with the removal of property from the Philadelphia navy-yard to League Island.—A. It would be rather a long story. I was told by the Secretary of the Navy to remove the Philadelphia navy-yard, everything in it, the houses and all the property that could be moved, to League Island. A contract was made with Mr. Rice, after due advertising, he being the lowest bidder, to remove all the buildings, and he was given something more than a month to do it in. It was a practical impossibility, as it proved to be; but in two months he managed to get down to League Island certainly very much the larger quantity of bricks, and window-frames, and everything pertaining to a house, and in view of the necessary detention that he had in the yard, the terms of the contract were not strictly insisted upon. That is, by the terms if he did not do it he was to forfeit $15,000; but we could not give him the buildings at the time he wanted them, when he was ready to pull them down, because we were doing work upon the ships there. The contract-price was paid him at the end of the time, and, I think, justly and properly paid him. The man did his best; he did everything that could be done under the circumstances. It was all right to pay him. When I was told that all these stores were to be moved—I think it was in August, at the time I was acting Secretary of the Navy—I wrote to the Secretary and got permission from him to issue a circular to the bureau, stating that each bureau would be held responsible for the moving of its own stores to League Island; that

it must be finished by such a date, and that the Bureau of Yards and Docks would re-imburse them for any expense they might be at. I then took charge of the moving of my own bureau, through, of course, the officers attached to the navy-yard, and did it with the men belonging to the Department of Yards and Docks, and I got everything down in time. In order to accommodate the large quantity of stores, I caused to be built at League Island a number of wooden sheds of rough boards, made weather-proof, and particular sheds or houses to contain the stores. With the other contracts made by the other officers I had nothing to do. I simply, when they present their bills, will examine them closely, and, if I think they are all right and correspond with the expenses that were kept account of at the Philadelphia navy-yard, we will pay them; and, by law, they will be paid out of the purchase-money of the Philadelphia navy-yard.

Q. Did you make a contract with Mr. Nathaniel McKay?—A. I am under the impression that the only contract (and that was not a contract but simply an agreement) with Mr. McKay was to furnish the labor for flooring the small ship-house, amounting to $2.400. It was wanted at once in order that we might put stores in it. I have no recollection of any other contract with him. That was an agreement. He was on the spot; he had his men all there, so that in the great hurry we took what means we had to accomplish what was needed.

Q. Do you know of a contract with Mr. McKay to move any of the buildings?—A. I know from hearsay.

Q. Does not that properly belong to your bureau?—A. Under this circular it was so arranged that each bureau did its own work, in order to distribute the work.

Q. That was the removal of its own stores?—A. Yes, sir.

Q. Was it expressed so as to include the removal of the buildings occupied by them?—A. I doubt if it was. I was very glad for them to do it. I didn't want to remove the ship-houses—I didn't think we needed them there—but I was only one man, and there were others opposed to me. I did not want to remove the buildings. I thought the yard would have brought more with the buildings.

Q. Were not the orders from the Secretary for the removal of the buildings, and the limited time allowed, and the effect of the removal, prejudicial to the interests of the Government?—A. Well, sir, that is rather a strong expression. The gentlemen who advocated it I honestly think believed it would be for the best interests of the Government to do as they did. I did not agree with them, but I am not prepared to say that it was prejudicial to the interests of the Government.

Q. If longer time had been allowed to contractors to remove the buildings it could have been done for a less sum of money?—A. I don't think there is any doubt about it. I wanted them to commence removing the navy-yard in April, immediately after the passage of the law; but there were difficulties in the way. It was a hasty, not properly considered, movement.

Q. Supposing that there was no necessity upon the part of the Government to make the sale, and no positive injunction upon any officer of the Government to make it, ought not longer time to have been given for the removal of the property?—A. Undoubtedly; yes.

Q. Taking the time of the actual sale and the claim made by the purchaser that he should have the materials then on hand that were legally to be considered as fixtures, did not the Government lose in that operation?—A. Yes; but not to any great amount.

Q. Do you know whether any injury resulted to the Government from the haste in tearing down the property and in its removal?—A. There is no doubt that if more time had been taken less injury would have resulted to the bricks, to the slate, to the window-frames, to the roof, and to the tin on the buildings. The Government, of course, suffered to the extent of the value of the broken bricks, and it was necessary in the time given; it was impossible to pull them down safely.

Q. Can you give the date at which the Secretary of the Navy instructed you to contract for the removal of the buildings?—A. I can send it to you, but I cannot give it to you. It was either in October or November, certainly. It must have been in October, because the man had November and until the 2d of December, and then his time was further increased until the 2d of January, the date at which the yard had to be given up; it must have been in October.

Q. Was it not contemporaneous with the advertisement and the sale of the property?—A. Shortly after, I think.

Q. And the date fixed for the removal of the property was the date of the sale of the property?—A. Yes, sir; that was the contract.

Q. And the extension of time was from the date of the sale to the day of delivery?—A. Yes, sir.

Q. To what extent was the property of the Government at the Philadelphia navy-yard sold?—A. I cannot tell you, but I can furnish you with it so far as my bureau is concerned; of course I have no means of knowing anything about the other bureaus. There were no private sales to my knowledge. They were auction sales or cash sales, of course, the proceeds of which, no doubt, were returned to the Treasury.

Q. Do you remember the names of the contractors?—A. Mr. Nathaniel McKay and Mr. Rice are the only two that I recollect, and although I never was very favorably impressed with McKay, and once turned him out of my office, I think there are very strong doubts

whether, if he had not been there, that navy-yard could have been removed. I never saw such a man in my life. He is something like what Sidney Smith said Mr. Webster was, "a steam-engine in trousers."

Q. Do you know of any false bidding connected with the sale and removal of any of the property there?—A. I know only from hearsay, from Commodore Preble, that McKay had made a bid, and I think that an agreement had been made with him, when the son of Mr. Rice said that he could do the work for nearly half-price. Mr. McKay was so informed, and the agreement was annulled, and he was forced to do the work at the same price that Mr. Rice said he would do it at; but that was not connected in any way with my bureau.

Q. Do you know of an instance where two parties bid for a job, one of whom obtained it, and afterward the other bidder, who was unsuccessful, came in and did the work?—A. I don't recollect it; but nothing of that sort would surprise me. I think it is a very common thing.

Q. Do you know anything about the bureau connected with the Department making purchases in excess of the requirement of the service, or of articles not asked for by the several bureaus?—A. No, sir.

Q. Do you know of no instance in which the Secretary of the Navy has made purchases of articles not asked for by any of the bureaus?—A. I have no knowledge, sir, of any such occurrence.

Q. Have you any information on that point of which the committee may avail themselves?—A. I have no information upon the subject.

Q. Has the Secretary of the Navy diverted, by his order, money appropriated for the Bureau of Yards and Docks?—A. The Secretary of the Navy has taken from the Treasury money appropriated to the use of the Bureau of Yards and Docks; but what use the Secretary of the Navy has made of that money I am entirely unaware.

Q. When was that taken?—A. When the first payment, or the whole payment, of the money for the sale of the Philadelphia navy-yard was placed in the Treasury, one of the clerks in my bureau went to the Treasury to see how it stood. Three hundred and one thousand dollars were placed on one side of the sheet, and the remainder, $32,000 and something over, on the other side. To the credit of the bureau stood the $32,000; and for what purpose the $301,000 was intended by the Secretary I don't know. The Secretary of the Navy may pay it back to the bureau. I don't know what he intends, and it is not my business to inquire.

Q. In the act of Congress which directed the sale of the Philadelphia navy-yard, the direction in which the proceeds should go was specifically stated?—A. It was. I asked some questions about it of the Chief of the Bureau of Construction, and it was supposed that the majority of this money would go against the moving of the ship-houses, and all expenses connected with the sale of the navy-yard, which were very large, advertising, lawyers' fees, and other matters of that sort. That is all I know about it.

Q. This occurred during the month of January last?—A. Whenever it was paid in; I think during January.

Q. Is not your information derived from official intercourse that that money has been paid to contractors with the Bureau of Construction?—A. No, sir. The Bureau of Construction sent me a bill for $270,000 for its share of moving the navy-yard. I objected to the bill, and sent it back for particulars. I have never yet received the particulars.

Q. You cannot tell, then, what use was made of the proceeds of the sale of the Philadelphia navy-yard?—A. I cannot, unless it was devoted to that purpose.

Q. I understand you that you have got no bill of particulars up to this time?—A. I have no bill of particulars up to this time from the Bureau of Construction, and I refused to approve it without that bill. I went in to see Mr. Hanscom. I said that I thought the bill was very large, and he told me no; that he did not think so; that as a consequence of the order to move the Philadelphia navy-yard, he was obliged to repair and launch a vessel called the Antietam, which was properly chargeable to my bureau, because she was to be used as an equipment storehouse, and therefore that my bureau was saved the necessity of building a storehouse, at all events for the present. I did not agree wtth that.

Q. Do you know any other instance of the diversion of the funds appropriated to your bureau?—A. Nothing, to my recollection, unless the building of a hospital at Pensacola, which was a necessity, and in the propriety of which I agreed entirely with the Secretary. It cannot be called a diversion of funds. Mine was the only bureau that had any money. It was a matter of necessity, a matter of humanity, that a hospital should be there. It did not come properly under my bureau; but as I had saved up my money, I had the money to do it. The yellow-fever season was approaching, and the hospital was required, and it was built at a cost of $19,000. That was during the last fiscal year.

Q. Do you know anything of paying old claims out of a current year's appropriation?—A. I really don't know. I don't recollect of any instance.

Q. Don't the books of your bureau show the payment of a claim to a gentleman of the name of Hungerford of $75,000?—A. That is a long time ago, I fancy, if there is anything of that sort—long before I came to the bureau. My notice has been attracted by a charge of $75,000 on my books. I never knew what it meant. It was long before my day, and I don't know anything about it, and I don't believe that my clerks know anything about it.

Q. You know nothing about the circumstances of that payment?—A. Nothing in the world except that the sum of $75,000 was taken. Where it went to I don't know. Indeed, it was none of my business. I think it was a remainder over from a former year—money not expended. I think that must have been four or five years ago.

Q. Please get the precise date of it and furnish it to the committee, with whatever is upon your books in regard to it.—A. Yes, sir.

Q. What is the amount of existing liabilities against your bureau?—A. We are now working in the back channel, at an expense of about $500 a day, deepening the channel and getting a sufficient quantity of soil in the proper place to build houses for the officers. It is under a contract with the American Dredging Company. We are building foundations for houses, also under contract. I suppose that $20,000 would cover all the claims against the bureau that are now in existence; which I have money enough to pay.

Q. And your ordinary expenses to the close of the fiscal year?—A. And my ordinary expenses to the close of the fiscal year.

Q. Do you know anything of the floating-debt of existing liabilities of any of the other bureaus?—A. I am very happy to say that I do not.

Q. Do you know anything of the appropriation made for the eight sloops of war and how it was used?—A. Nothing in the world.

Q. Do you know anything of sending funds to the house of Jay Cooke, McCulloch & Co.?—A. Only what the newspapers have stated.

Q. Do you know, from the books of your office, whether any part of that fund deposited with Jay Cooke, McCulloch & Co., was taken from the money appropriated for the Bureau of Yards and Docks?—A. I think not. It occurred before I came into the bureau, at all events; but I think not.

Q. Do you know anything about the reasons existing for the location of the chief of the bureau of Provisions and Clothing in London?—A. No, sir; I never could understand it.

Q. How often are you called in to consult with the other chiefs of bureaus and the Secretary of the Navy in regard to the rebuilding of old vessels?—A. Never, sir.

Q. You have never been consulted with as to the wisdom or policy of that course?—A. Never, sir.

Q. How often have you been called in and consulted with in regard to the sale of vessels?—A. Never.

Q. How often have you been called in and consulted with, with the chiefs of the other bureaus, in regard to any policy of the Navy Department?—A. Probably two or three times since I have been in charge of the bureau.

Q. What do you know in regard to the system of open purchases, as pursued by the heads of the bureaus and the Secretary of the Navy?—A. I only know about my own bureau. In my own case the requisitions are generally small. When we have the opportunity of advertising, if it is for any large amount, we invariably advertise, although it is a very bitter pill sometimes, for the expenses are very heavy. The open-purchase requisitions, when they are under a thousand dollars, are simply sent to the commandant, approved by the bureau. In the first place, the requisition comes from the commandant to the bureau. The bureau approves it or scratches some of it out, and then sends it back approved. It then goes to the purchasing paymaster. The theory is that the purchasing paymaster sends around to a half-dozen well known firms in the line of the requisition. The theory is that he sends to regular dealers. He selects the lowest bid. He goes and sees the article first, and sees if it is as good as the others of higher price. He then selects the article and sends it to the navy-yard, where it is inspected. It is reported upon then by the inspector, whoever he may be—generally the head of the department in the yard. The bill is then made out, with their names attached; the article having been received, inspected, and found to be good. The commandant approves it; makes the bill out against the bureau; it is sent to the bureau; the bureau approves it; the draft is then drawn on the Secretary of the Navy, and it is sent to the purchasing paymaster.

Q. That is the theory; what is the practice?—A. That is utterly impossible for me to say; but I will tell you what I think should be the practice: That a purchasing paymaster, when he receives a requisition approved, should, by his messenger, send to at least six persons dealing in that article, who should make bids in duplicate, over their own signatures, which should be sealed up and sent to the paymaster. The paymaster selects the lowest, as he is bound by law to do, and he attaches to the bills, when they go to the commandant, a duplicate of those bids, so that the commandant can also examine them, and they can be filed in his office for future reference. I think it would work well. He should not be confined to any six firms; but every week, for instance, when he receives the requisitions, he should select six more firms, (in the large cities where it is possible to do so,) in order that any of those six firms that he might have a preference for might not be able to form a ring in the matter. I think this could be done, and I think it is possible we should save money by it.

Q. That is a good suggestion; but give the reasons for the suggestion.—A. That I am unprepared to state. You cannot accuse a man of doing what you don't know he has done; at least, I cannot.

Q. Do you know of any instances in which purchases have been made or ordered by the

Secretary of the Navy without the usual proposals and contract?—A. None that I recollect in my bureau, and none that I have any official knowledge of in any other bureau.

Q. Have you any knowledge or information in regard to the purchase of vessels by the Secretary of the Navy without authority of law and out of current appropriations?—A. The only vessel in my mind just now that was bought by the Secretary, was the Despatch. She was bought during the Cuban flurry, which, I think, was two years ago. She was bought, as I understand, as a dispatch-boat; she was very fast, and I understand that she was bought very much below her original cost.

Q. Do you know anything of a little vessel bought at Philadelphia?—A. Yes; I would hardly class that as a vessel—a sort of a fancy launch. She was bought probably two or three years ago. She was used by the constructor at the Philadelphia navy-yard. I think the price was eight or nine thousand dollars.

Q. Do you know of any work given to parties outside of any of the yards which could have been done as well inside of the yard?—A. That is a very comprehensive question. I think we can do better work in the navy-yard than anybody outside can. It may cost a little more, because, in the first place, outside people work ten hours and the navy-yard people only work eight. It is my impression that a little steamer called the Phlox is being repaired by outside parties; the Tallapoosa was repaired in Baltimore.

Q. Was not the material got ready for the purpose of repairing the Talapoosa in the navy-yard here at Washington?—A. I have no certain knowledge of it; I have heard that it was, partially; I don't know to what extent.

Q. Who is repairing the Phlox?—A. I don't know, sir.

Q. Has there not grown up within your observation a set of men termed middle-men, with no particular occupation except that of navy contractors, within the last few years?—A. I ather suspect that those middle-men have existed for the last thirty years. There always will be those people about the Department. You cannot get rid of them. My experience here has been only sixteen months.

Q. Is Mr. S. P. Brown in any regular business?—A. I think not; I know nothing of his affairs. I think he is a middle-man—a purveying contractor.

Q. What of A. H. Brown, his son?—A. I don't know that he is in any business except that of picking up a contract whenever he can.

Q. What of George P. Goff?—A. I only know him as a very pleasant gentleman, like young men that I saw occasionally about the bureau. I don't think I ever had any business with him.

Q. Do you know Mr. Cattell, the ex-Senator?—A. I do.

Q. What regular business is he in now?—A. I only know from hearsay, that he is a flour-merchant in Philadelphia.

Q. Do you know whether he is a member of the firm of Noblitt & Brown?—A. No, sir; I have heard frequently of that firm, and I have heard him connected with the firm, but I have no knowledge of the fact.

Q. That is the general report, is it not?—A. I have heard it so stated.

Q. Noblitt & Brown obtain a large number of contracts with the Navy Department in various bureaus, do they not?—A. They fill a great number of requisitions generally, I think, open-purchase requisitions. My bureau, since I have been there, to my recollection, has made no contract with Noblitt & Brown, but their names appear on a great many open-purchase bills for articles furnished, amounting, generally, to a few hundred dollars a requisition—articles furnished to the Philadelphia navy-yard, bought by Mr. Russell.

Q. How long has he been stationed at Philadelphia?—A. He has been there since I have been at the head of the Bureau of Yards and Docks, and was there previously. I think I have heard that he has been there four years, but I am not certain.

Q. Do you know of any instance or have you any information of any instance in which fee or commission or reward or gift was made to any person connected with the naval service, with the view of influencing a contract, or such thing done after a contract was completed?—A. I never have, sir, I am happy to say.

Q. You have no such information?—A. I have no information. If such a thing were done, I fancy that the gentleman who was the recipient of the gift, or whatever it might have been, would have kept it very sacredly to himself. I never have heard of it.

Q. Do you know anything about a payment made for the captured steamer Louisville?—A. No.

Q. Or the Clara Dolson?—A. No; I never have heard the name or the circumstances before.

Q. Is there an inspector of paints at the navy-yard in Washington or at the department?—A. I think not. I think he was discharged.

Q. When?—A. Probably two months ago.

Q. Since this Congress commenced?—A. Either immediately before or shortly after.

Q. Was there any use for him at all?—A. The commandant of the navy-yard told me that he was an expert in paints, and that he took great pleasure in his business, (I think he was something of a chemist, besides,) and that he was, to a certain degree, useful at times; but I cannot honestly say that I think there was any necessity for an inspector of paints.

Q. What was the salary he was receiving?—A. My impression is that it was $5 a day. I am not certain about that.

Q. Do you know of any other instance of useless employés, clerks, writers, or any other name by which they may be injected into the public service?—A. I cannot give instances. I can only state generally, and I give it as the opinion of one man only. I have known of instances where I think an unnecessary number of clerks or writers was employed.

Q. Owing to the bureau system being carried into the navy-yards, with more or less independence in each, and the multiplication of officers and rooms, with a separate responsibility, so to speak, instead of placing it upon the commandant, is not the expense of the different yards largely added to?—A. Undoubtedly; but it saves, in my judgment, in material and in facility for transacting business, much more than it costs. That is my honest belief, from my experience at the navy-yard at Portsmouth, N. H.

Q. Just now, is there any officer connected with the yards under a bonded responsibility to the Government?—A. I think of none but the paymaster, who is always a bonded officer.

Q. But who has no charge of material?—A. No, sir.

Q. Prior to the war there was a bonded officer, was there not; the naval storekeeper?—A. It is my impression that the storekeeper, at that time appointed from civil life, was a bonded officer. I will not say how much their bonds were worth.

Q. What is your opinion of the material of the Navy, at present, for war purposes?—A. I think that the wooden ships as destroyers of an enemy's commerce, so far as their hulls and sailing qualities are concerned, are equal to any ships of the same class in the world, and probably superior. I cannot say quite so much in reference to their engines and boilers. I don't think they compare with either the French or the English. The iron-clads for coast-defense against an enemy not carrying very heavy guns, are valuable vessels. I think they are entirely unfit to go to sea, and I think that against the ordnance of France, England, Germany, Italy, and possibly Spain, they are good for nothing. You will find another officer to tell you they will whip any vessel in the world; but that is my opinion.

Q. In speed and armament, then, you would say that we were deficient?—A. Undoubtedly.

Q. What is your opinion as to the eight sloops-of-war now in course of construction?—A. I think the models of the wooden ships that I have seen are as good as those of any other nation in the world. They are a small vessel, intended more for breaking up an enemy's commerce than for attacking forts, or, of course, fighting iron-clads. The iron vessels are almost beneath contempt; that is my judgment; they go eight knots, when thirteen knots, at all events, should have been accomplished by them. Their boilers are of such a type that when you put on sail to increase the speed, the ship rolls heavily, or, if the wind is abeam it causes the ship to heel very much, and their boilers become so many powder-magazines, except that the danger is greater. There is a mistake made in the boilers of those vessels, in my judgment. I am not an expert in such matters and my opinion is formed from the opinions of officers who command the ships; from what they have told me. I don't know it of my own knowledge, but I believe it. The mistake was made in the type of boiler, and in building so many boilers of the same type without having first tried one set particularly. The bottoms of iron ships, as you know, get very foul, and they require to be docked every six months, at least, in order to preserve any speed at all. A shot striking an iron ship not only makes a jagged hole that it seems impossible to stop, but it tears away the whole plate from its fastenings, and there is nothing to prevent the ship going down. You cannot stop such a hole as that. That was the case with the Hatteras, for instance. I would never build an iron ship unless it was to be very heavily plated, as the English build theirs, and the guns now have got so far ahead of the plating that a ship can carry and swim, that I anticipate at no very distant day possibly that few iron-clads will be built; that they will come back to the old yard-arm and yard-arm business, except in machines intended for the protection of harbors, or coasters not intended to go to sea.

Q. Do you think there ought to be a change in the policy of the Government in the constructing of different types of vessels from those eight sloops? In other words, what say you to this policy indicated by your last answer—thorough preparation for our coast-defense and a return to the wooden vessel of speed, carrying improved armament?—A. Yes, sir; I think that is right. I am very much in favor also of what I think will be the vessel of the future, the steam-ram. I think that among great nations who have great navies, nations such as those of England, France, and such as Germany is getting, in fleet-actions, the fleet which has the fastest and the most impregnable ram (with the bravest men on board) will certainly win the fight; and I think that rams will also tend to drive off the ocean those enormous and expensive iron-clads that England and Germany are now building. That was exemplified the other day in the Bristol Channel, where a slight touch from one iron-clad with her spur sank another iron-clad in the course of half an hour.

Q. Do you know anything of the diversion by the Secretary of the Navy of the funds appropriated for the building of the eight sloops of war to any other purpose?—A. No, sir, I do not. That was before I came into the bureau.

Q. But you were in command at Portsmouth during the Virginius affair; at that time, to your knowledge, were not the funds appropriated for the building of the eight sloops of war diverted to the fitting or repairing of vessels for the alleged emergency?—A. I had no means of knowing. We were given so much money a month; where it came from there were no means of our knowing.

Q. You had no directions to take from one fund and charge to another?—A. No, not that I ever neard of; *I* had no such directions, certainly. That would come from the Chief of the Bureau of Construction, if at all.

By Mr. DANFORD:

Q. What, in your judgment, is the true policy of this Government in building vessels; to build them in our own navy-yards, superintended by our own workmen, or to put them out to contract?—A. Well, sir, as an old Navy officer, I can have but one answer to that question. I believe that a ship built inside of a navy-yard will be a better ship when first built, and will last longer, and give more satisfaction in every way than a ship built outside of a navy-yard.

Q. She will be the cheaper ship, although she will cost more money?—A. Yes, sir; I don't think there is any doubt about it.

Q. Of the two vessels built at the Portsmouth navy-yard when you were commandant there, one was built by contract, the other in the yard?—A. Yes, sir.

Q. Your feeling naturally was with the one that was being built in the yard?—A. Decidedly so—strongly.

By the CHAIRMAN:

Q. Do you know anything about patent articles bought by the Secretary of the Navy and made use of?—A. Nothing officially; I only know what I heard Mr. Wood say, that he told you, and that was something in relation to Mr. Wiard; something for use on a boiler. I don't know that the Secretary of the Navy bought them; I know that they were purchased, whether by the Secretary or Mr. Wood I don't know.

Q.. Do you know of any timber being received at the yard, or in your bureau, in any way, which had been previously rejected?—A. I have no recollection of it.

Q. No instance of that kind occurred within your bureau?—A. O, no.

Answer to questions relating to contracts.

[Revised Statutes of the United States.—Extracts from laws in reference to contracts.]

Advertisements for proposals.—March 2, 1861.—SEC. 3709.—All purchases and contracts for supplies or services, in any of the departments of the Government, except for personal services, shall be made by advertising a sufficient time previously for proposals respecting the same, when the public exigencies do not require the immediate delivery of the articles, or performance of the service. When immediate delivery or performance is required by the public exigency, the articles or service required may be procured by open purchase or contract at the places and in the manner in which such articles are usually bought and sold, or such services engaged between individuals.

Naval supplies to be furnished by contract.—March 3, 1843; *September* 28, 1850; *August* 5, 1854, *and April* 17, 1866.—SEC. 3718.—All provisions, clothing, hemp, and other materials of every name and nature, for the use of the Navy, and the transportation thereof, when time will permit, shall be furnished by contract by the lowest bidder, as follows: In the case of provisions, clothing, hemp, and other materials, the Secretary of the Navy shall advertise, once a week for at least four weeks, in one or more of the principal papers published in the place where such articles are to be furnished, for sealed proposals for furnishing the same, or the whole of any particular classes thereof, specifying the classes of materials and referring bidders to the several chiefs of bureaus, who will furnish them with printed schedules, giving a full description of each and every article, with dates of delivery, and so forth. In the case of transportation of such articles, he shall advertise for a period of not less than five days. All such proposals shall be kept sealed until the day specified in such advertisement for opening the same, when they shall be opened by or under the direction of the officer making such advertisement, in the presence of at least two persons. The person offering to furnish any class of such articles, and giving satisfactory security for the performance thereof, under a forfeiture not exceeding twice the contract-price in case of failure, shall receive a contract for furnishing the same.

Guarantee of bid.—August 10, 1846.—SEC. 3719.—Every proposal for naval supplies invited by the Secretary of the Navy, under the preceding section, shall be accompanied by a written guarantee, signed by one or more responsible persons, to the effect that he or they undertake that the bidder, if his bid is accepted, will, at such time as may be prescribed by the Secretary of the Navy, give bond, with good and sufficient sureties, to furnish the supplies proposed; and no proposal shall be considered unless accompanied by such guarantees. If, after the acceptance of a proposal, and the notification thereof to the bidder, he fails to give such bond within the time prescribed by the Secretary of the Navy, the Secretary shall proceed to contract with some other person for furnishing the supplies, and shall forthwith cause the difference between the amount contained in the proposal so guaranteed

and the amount for which he may have contracted for furnishing the supplies for the whole period of the proposal, to be charged up against the bidder and his guarantor; and the same may be immediately recovered by the United States, for the use of the Navy Department, in an action of debt against either or all of such persons.

Record of bid and report to Congress.—March 3, 1843.—SEC. 3720.—All such proposals for naval supplies shall be preserved and recorded, and reported by the Secretary of the Navy to Congress at the commencement of every regular session. The report shall contain a schedule embracing the offers and classes, indicating such as have been accepted. In case of a failure to supply the articles or to perform the work by the person entering into such contract, he and his sureties shall be liable for the forfeiture specified in such contract as liquidated damages, to be sued for in the name of the United States.

What bids may be rejected.—March 3, 1863.—SEC. 3722.—The chief of any bureau of the Navy Department, in contracting for naval supplies, shall be at liberty to reject the offer of any person who, as principal or surety, has been a defaulter in any previous contract with the Navy Department. Parties who have made default as principals or sureties in any former contract shall not be received as sureties on other contracts, nor shall the copartners of any firm be received as sureties for such firm or for each other; nor in contracts with the same bureau shall one contractor be received as surety for another.

Every contract shall require the delivery of a specified quantity, and no bids having nominal or fictitious prices shall be considered. If more than one bid be offered by any one party by or in the name of his or their clerk, partner, or other person, all such bids may be rejected; and no person shall be received as a contractor who is not a manufacturer of, or regular dealer in, the articles which he offers to supply. All persons offering bids shall have the right to be present when the bids are opened and inspect the same.

Rejection of excessive bids.—July 4, 1864.—SEC. 3724.—Where articles are advertised and bid for in classes, and in the judgment of the Secretary of the Navy any one or more articles appear to be bid for at excessive or unreasonable prices, exceeding ten per centum above their fair market-value, he shall be authorized to reject such bid.

Home manufactures to be preferred.—September 28, 1850.—SEC. 3728.—The Secretary of the Navy, in making contracts and purchases of articles for naval purposes, shall give the preference, all other things, including price and quality, being equal, to articles of the growth, production, and manufacture of the United States. In purchasing fuel for the Navy, or for naval stations and yards, the Secretary of the Navy shall have power to discriminate and purchase, in such manner as he may deem proper, that kind of fuel which is best adapted to the purpose for which it is to be used.

Relinquishment of reservations on deliveries.—June 17, 1844.—SEC. 3730.—The Secretary of the Navy may relinquish and pay all reservations of ten per centum upon deliveries made under contracts with the Navy Department, where these reservations have arisen and the contracts have been afterwards extended, or where the contracts have been completed after the time of delivery, by and with the consent of the Department, or where the contracts have been dissolved by the like consent, or have been terminated, or an extension thereof has been prevented by operation of law, where no injury has been sustained by the public service.

Contracts limited to one year.—July 15, 1870.—SEC. 3735.—It shall not be lawful for any of the Executive Departments to make contracts for stationery or other supplies for a longer term than one year from the time the contract is made.

The foregoing extracts show the laws in reference to the method by which materials for the Navy Department and its bureaus are to be procured; and it is suggested that these laws are defective, incomplete, and not mandatory.

SEC. 3709 provides that "all purchases and contracts for supplies in any of the Departments of the Government shall be made by advertising a sufficient time previously for proposals, when the public exigencies do not require the immediate delivery of the articles; and when immediate delivery is required they may be procured by open purchase in the manner in which such articles are usually bought and sold."

The first provision of this section is that the purchases or contracts shall be made by "advertising a sufficient time, when the public exigencies of the service do not require the immediate delivery of the article." Now, who is to determine what is a "sufficient time?" Certainly the head of the Department; and he may say one day, one week, or month, or a longer time, and the cost of the advertisements may exceed the cost of the articles, for there is no limit. Again, who is to decide whether "the public exigencies require the immediate delivery" or not? Certainly the head of the Department, and he may decide that, in all cases, immediate delivery is required by the public exigencies, and thus throw all purchases for labor or materials into "open purchase or contract in the manner in which such articles are usually bought and sold." And what is the manner in which such articles are bought and sold? Why, the purchaser buys from whomever he pleases, and on the terms which he considers most favorable. Thus this law may be made inoperative so far as the production of any good effect is concerned.

SEC. 3718 prescribes that all articles shall be furnished by the lowest bidder, and describes the manner in which contracts shall be made; and it requires, when the time will permit, that advertisements shall be issued "once a week for at least four weeks, in one or more of

the principal papers published in the place where such articles are to be furnished," &c., and that printed schedules, giving a full description of each and every article, with dates of delivery, shall be furnished bidders. The proposals shall be kept sealed until the day specified, when they shall be opened, &c. The person offering to furnish any class of such articles and giving satisfactory security shall receive the contract.

The exact compliance with this section operates very disadvantageously to this bureau, because all appropriations for improvements at navy-yards are special, and it cannot be known what particular kinds and quantities of materials will be required until the appropriations are actually made. Now, in case of long sessions, our appropriations are rarely made before the first of July, and sometimes much later.

The first step is to notify the different navy-yards of the allotments, and to call for schedules of materials required. The preparation of these schedules requires at least one month; they are sent to the bureau for revision, and then to the Public Printer, as required by law. The printing of these schedules requires at least one month, and frequently a longer time. The law then requires an advertisement of four weeks, so that after the appropriations are made, at least three months are consumed before contracts are made, and another month will pass before any considerable quantity of building-materials are delivered; thus four months are consumed, and we are not prepared, in years of long sessions, to commence active operations in constructing large works until about the first of November, after the best part of the working-season is past. The only mode of avoiding this difficulty under the law is to take advantage of the clause "when time will permit," and make all purchases in open market, which would seem to be at variance with the spirit of the law.

SEC. 3719 prescribes the form of guarantee required and the mode of making the contracts, and that if the accepted bidder shall fail to give the required bond, "the Secretary shall proceed to contract with some other person for furnishing the supplies," and shall charge the difference between the first bid and the actual cost against the bidder and his guarantors, which difference may be recovered by the United States in an action of debt against the parties. The section appears vague and indefinite; it does not specify who that "other person" shall be—whether it shall be the next lowest bidder, the highest bidder, an intermediate bidder, or some other party. It is suggested that the law should specify to whom the contract should be given.

SECTIONS 3720, 3722, 3724, 3728, 3730, and 3735 are enforced.

It is suggested that, for the purpose of expediting the public business and enforcing economy in the expenditure for advertising, the time for advertising be reduced to ten days; that the advertisements be confined to the two papers having the largest circulation at the place of the yard where the goods are to be delivered, and that the advertisements shall be issued five alternate days in such papers, and that payment shall not be made for advertisements in any other papers.

If the process of work at the Government Printing-Office be such as to delay the printing of schedules for annual supplies, the Department be allowed to have them printed at some private establishment. If the lowest bidder is known to be unreliable and his prices are below the market value, allow the Department to select from other bidders one known to be reliable and responsible, and whose prices are reasonable.

When an open-purchase requisition is made upon the Department or any of its bureaus, and the total estimated cost of the articles exceeds $1,000, it shall be sent to the nearest purchasing paymaster, whose duty it shall be to advertise for proposals in two papers having the largest circulation for six days—three times in each paper—the advertisement to state the kinds of articles required without going into details, and the bidders to be referred to the navy-yard or pay-office for information. If we were near enough to the millenium, I would suggest that the papers should be of opposite politics, that everybody should have a fair chance of seeing the advertisement and of bidding. If we were obliged to advertise for every article costing $500, or less, in all the papers which consider they have a right to Government patronage, I do not hesitate to say that the advertising might cost more than the articles advertised. I sincerely hope that all advertising, except for some great work of national interest, may be confined to two papers of largest circulation in the city in which the navy-yard is situated.

Very respectfully, your obedient servant,

J. C. HOWELL,
Chief of Bureau.

HON. W. C. WHITTHORNE,
Chairman Naval Committee House of Representatives.

KITTERY, ME., *March* 15, 1876.

JONATHAN YOUNG sworn and examined.

By the CHAIRMAN:

Question. What is your office, and what duty are you performing?—Answer. I am captain in the United States Navy. I am performing the duties of captain of the yard.

Q. How long have you been here?—A. I have been attached to this yard since the 25th of March, 1874.

Q. Are you acquainted with the manner of the employment of laborers on this yard?—A. Yes, sir; so far as the general routine is concerned, making requisitions for laborers, &c.

Q. When labor is wanted how is it procured?—A. When labor is wanted, a requisition is made out by the head of the department requiring it, and approved by the commandant.

Q. And then he sends it where?—A. He approves it, and sends it back to the department, and the men are taken on.

Q. Without any authority from Washington?—A. Always on authority from Washington, of course.

Q. Where does it originate? For instance, the Bureau of Construction wants labor, does it make a requisition for it, which is approved by the commandant, and then is it forwarded to Washington, and does the bureau there authorize the employment of the labor?—A. Not unless it is some unusual employment. In the ordinary course, if they want two or three laborers, a requisition is made out by the head of the department, approved by the commandant, and then the head of the department employs the men; but where any unusual force is required, it is referred to the bureau in order that they may provide the amount of money that is to be appropriated for the payment of the men, and the bureau approves or disapproves as they see fit.

Q. Since you have been here do you know of any cases where persons have been employed by the bureau at Washington without being asked for here?—A. Yes, sir; several. I cannot particularize, but there are on the files in the commandant's office, orders which have come from the chief of the bureau to take on men.

Q. Do such orders come more frequently before election than at any other time?—A. I don't know that they do. It is almost a weekly occurrence, that an order comes from the chief of the bureau to take on so and so.

Q. Why does the order come from Washington? Why do they send you orders to take on laborers when you have not asked for them?—A. That I don't know. I only know we get the order, and we have to obey it.

Q. Do you know of any person drawing pay in this navy-yard who performs no service here?—A. No, sir, I don't.

Q. Do you know of any person who is on two pay-rolls, drawing pay from two different departments, for instance?—A. No, sir, I don't.

Q. Do you know of any abuses of any kind in the naval service, here or elsewhere?—A. Well, there are a great many abuses that have crept in during the last few years. In the first place, the officers of the yard have almost entirely lost control of the yard; they are controlled entirely by the bureaus in Washington. In many instances irregularities come to the notice of the commandant and other officers of the yard; the thing is referred to Washington, and very generally they are not supported as they should be. In matters that seem to them right and proper, and calculated to economize and to run the yard for the best interests of the Government, they are more frequently overruled than sustained in their decisions. For instance, a contractor comes to a yard and wants to put on certain things; the officer of the department may object to them on the ground that they do not come up to the contract. It is a frequent occurrence that contractors, when they find that their goods are to be complained of as not of proper quality, make the threat that they will go to Washington and have it fixed up, and sometimes they make the threat that they will have that officer detached, and sent away from the yard, leading him to believe that he holds his position at their dictation. Then it frequently happens that after things are rejected absolutely, an order comes to receive them. I think you will find that that has occurred at this yard; I know it has at others, and to such an extent that it places an officer in a very uncomfortable position. For instance, there has not been a naval constructor here for some years who has felt perfectly safe in his position, and felt that he could do the right and honest thing and not suffer by so doing. Why? Because he would incense some contractor or influential person, and he dreads his influence. There was one engineer turned out of the Boston yard when I was there, merely because he would not do as those men required him to do. So he said.

By Mr. JONES:

Q. Don't the officers stand more in fear of what we may call the politicians than they do of the contractors?—A. O, the contractors do their work through them. Of course the contractors can do little of themselves. I say this has crept in the last few years, and it takes away from the independence of the officers. Of course they begin to argue with themselves thus: "I have a family; I have gone to the expense of moving to the yard, settling down, &c. Now so and so threatens to have me detached unless I do something

that he wants me to do. It is in violation of my conscience," &c. A man has got to be very strong-minded to say, "I will do so and so; you may do just as you please; you may send me out of this yard to-morrow, if you please, but I will do what I think right."

Q. How will the contractor carry out his threat?—A. He will go to Washington and see some Senator, or Representative, and tell him that this officer is a very disagreeable fellow, is not liked by the people round, and is standing in the way of duties to be performed; or that he is a coarse or ill-natured man. Then they will go to the Secretary of the Navy; the Secretary hears only one side of it, and the consequence is that that officer is detached. If he asks the reason why, he will hear from the Department, "You are not the right kind of a man to get along there; you are too unreasonable," and statements of that kind, or receive no explanation. The complaint may be true in some cases, but in many it is not. Now, knowing this, it is nothing unusual to hear a man say, "Well, I am going to do what I think right; I don't care if they send me out to-morrow."

Q. If a man stands by the Government, up and down, in trying to do his duty, he does it at the peril of being removed?—A. Yes, sir, and it is felt throughout the whole Navy.

Q. Do you know of any instance where men who have endeavored faithfully to discharge their duty, and reported some abuse or something of that kind, have been ordered to sea?—A. I cannot particularize, but I know that a great many instances of that kind have occurred. I know that officers have been detached from yards after being there only a short time, and nothing against them at all. If you tried them by court-martial to-morrow, you could not prove that they were anything but honorable, upright, conscientious officers. But still, as they say, they don't suit.

Q. Are the same influences brought to bear on the employment of persons in the yard as laborers?—A. Yes, sir. The foreman is very careful; he does nothing that will incur the displeasure of people of influence outside. He is very careful, and very much afraid of doing it. For instance, if I had an order to-morrow to discharge part of my force, in addition to my duties as captain of the yard—I am equipment-officer—I will send down to the foreman sail-maker, for instance, and tell him, "I want to discharge four of your men:" directing him to keep the best men, men who have performed valuable service, giving the preference, according to law, to those who have served in the Army and Navy, provided other things are equal. Well, he is exceedingly nervous about it. I send for him and talk with him about it; he don't like to recommend; he would rather leave it to me, and all that sort of thing. I know the reason why. The man whose place he took was a splendid foreman, and is now the leader. He, the present foreman, is afraid somebody will get his place. So there is an uncertainty about it. They do not know how long they will remain there. It is no matter how excellent they are, they are not sure from one month to the other, or from one day to the other, that they are going to remain.

Q. Has it been customary for the Department, for political reasons, to remove skillful mechanics and others, and put in unskillful ones, that they may serve political ends by it?—A. That has been done, but I cannot say that it is purely for political ends

Q. Have you had skillful laborers removed and unskillful ones put in their places?—A. O, yes, sir.

Q. And you have to submit to it?—A. Yes, sir, we have to submit.

Q. You do not feel that you could safely say to the Department at Washington, "This is detrimental to the public service?"—A. An officer would incur the risk of getting into bad odor if he did, and might be detached from the yard.

Q. I say you do not feel safe in doing it?—A. No, sir, we do not feel safe.

Q. Do you know of any persons being employed in this yard with the understanding that they are to vote a particular ticket, or use their influence for its success?—A. I don't know.

Q. Have you heard any of them say so?—A. I have heard men say so, of course.

Q. You have heard men who were employed here say so?—A. I have heard so, and that is the general impression.

By the CHAIRMAN:

Q. Do you know any officer or employé of the Government who has given any consideration in money or property, or the representative of either, for any position, or any benefit to be derived thereby?—A. No, sir, I don't. Nothing of the kind has come under my observation.

Q. Do you know any contractor, or other person not connected with the Navy, who has given any money or property, or the representative of either, to any person connected with the Navy for the procurement of any contract or other benefit from the Government?—A. No, sir.

Q. Do you know of any person connected with the Government who has received any money or property, or present, for the procurement of any office, or any contract, or any benefit to any one connected with the naval service, either as officer, contractor or employé?—A. Nothing of that kind has ever come under my observation.

Q. Have you ever heard a person make any admissions of that kind—that he had given so and so, to get thus and so?—A. No. I never have, of my own knowledge.

Q. Do you know of the fraudulent or improper removal of any of the arms, munitions, or

material for ship-building—tools, or property of any kind, belonging to the Government?—A. Nothing that I can say is fraudulent. There are things which I consider improper. For instance, the breaking up of this fine-engine. There was an order to build one of those large steam-sloops, the Illinois, during the latter part of the war, to take the place of the Alabama. She was to catch anything, and be able to run away from anything. Well, after the war, she was found to be rotten, just as this iron-clad is—built of white-oak timber—and they determined to break her up. There was an engine contracted for, and paid for, which cost about $300,000—a magnificent engine. It was an engine which, if you put it into the Lancaster, if they are going to rebuild her, would make her a much finer and faster ship, and more efficient in every way, than she can be with the old engine in her. They had, at the same time, the engine of the iron-clad Massachusetts; and in order to protect them they went to the expense of putting a building over them, securing them perfectly from the weather and from any any deterioration. They remained there until a few months ago, when a board of steam-engineers came on from Washington, authorized to inspect all these yards, and report all material on hand, &c., and recommend that it be sold or retained. They looked at that engine, and recommended that it be sold for old iron, and it was sold, to whom I do not know. Of course, the yard, as usual, afforded the facilities for removing it; that is, one of the yard-teams were used—I do not know that the yard-teams were not charged—and certain men. They hauled it off and broke it to pieces.

Q. Did the Government people break it?—A. No, sir; their own people broke it.

Q. It was sold?—A. Yes, sir; it was sold.

Q. At private sale?—A. Yes, sir; I understand at private sale.

Q. Do you know what it brought?—A. I have no idea. They say it brought half a cent a pound or quarter of a cent a pound, or something of that sort. It was broken up, carted down to the wharf, and two schooners came and they took off part of it and left the rest. The crank is now down on the end of the wharf, and the shafting lies outside the house from which it was taken, uncalled for. A good deal of the iron is still here and may never be called for.

Q. Was it all broken up or only a portion of it?—A. A portion of it was broken, a portion taken away intact. For instance, there was a pump and a donkey-engine combined. I suppose it cost $1,500 or $2,000. That was put on board the schooner just as it was taken out of the house, and sent to Boston intact.

Q. Were the cylinders broken up?—A. The cylinders were broken up.

Q. Do you remember who purchased that engine?—A. I don't know. The steam-engineer can inform you. Now, the trouble is this: They have thrown aside those engines and have adopted the compound-engine in the service. The latter is an experiment, and it is not settled to-day whether those engines will remain in the Navy six months or two years longer. They are high-pressure; they carry seventy or eighty pounds of steam, and in an engagement if one of those boilers should be perforated with a shot it would ruin the ship, and create terrible havoc in the fire and engine rooms. They do very well in a merchant-ship.

Q. Who has recommended the adoption of those compound-engines?—A. Mr. Wood, engineer-in-chief.

Q. Did he report in favor of the destruction of this old engine?—A. Yes, sir; he is engineer-in-chief, and it all goes through him and is done with his approval. But you would find very few engineers stationed at the yards who would approve of it.

Q. What would it cost to build an engine of equal power?—A. It would cost about $300,000.

Q. If it was one of those compound-engines would it be as good?—A. I don't think it would for a vessel of war. For naval purposes, I would rather have one old direct-acting engine than a compound-engine.

Q. It had never been used—never been in the hull of a vessel?—A. No, sir.

By Mr. BURLEIGH:

Q. What became of the engine of the Massachusetts?—A. It is in the house. The same house covered both of them. They took out one engine and broke it up; the other remains there.

Q. Were they not both alike?—A. No, sir, they were not. The Massachusetts has a double-screw; but they were very much the same—direct-action engines, not compound.

Q. What was the weight of that engine, probably?—A. I have no idea, sir. Well, there was not an officer in this yard who did not feel heart-sick when he saw that magnificent engine broken up. Mr. Macomb went round here like a wild man, so to speak, for two or three days. But he couldn't do anything.

By Mr. JONES:

Q. By whom are these compound-engines made?—A. Woodward & Co. They failed, and have been struggling along trying to get an engine for this Enterprise.

Q. Do you think that the hull of the Illinois was in such condition that it could not be repaired?—A. O, yes, sir; she wasn't worth launching; they tore her all down.

Q. What did they do with the timbers?—A. I think some of them were utilized in the yard, the deck-planking, &c. The balance was sawed up and used for wood about the yard.

Q. When was the engine broken up?—A. The engine was broken up within the last five or six months.

Q. The Illinois was torn down two or three years ago?—A. Four years ago she was torn down, in the Franklin ship-house.

Q. Do you know anything about the breaking up of the Ohio?—A. No, sir; I had command of her just before I came here, and she was all right then, but very rotten and worthless. A very singular thing occurred at the Boston yard, which I thought a great shame at the time: there was a lot of men taken into the yard, and I don't think there was anything particular for them to do; so they set them at work breaking up the Virginia, a line-of-battle ship that was on the stocks. She was built of live-oak timber, and was as sound as the first day that the timber was put into her.

Q. Where and when was that done?—A. At Boston, in the summer of 1873. She was exactly the same kind of ship that the Ohio was.

Q. How long had she been in the service?—A. She had never been launched; she was built and planked, all ready for launching, or nearly so.

Q. And then they tore her up?—A. Yes, sir; they put those men at work, sawed her in sections, and broke her up, partly only. The work stopped all at once; the excuse for breaking her up was that they wanted the room in the ship-house to build another ship; they put on about four hundred men, and worked on her until they got down to the orlop deck, when the men were discharged, and the work ceased; there the ship stands to-day, occupying as much room in the ship-house as she did before they commenced to break her up.

Q. That was done just before an election in Massachusetts, wasn't it?—A. Yes, sir; so I was informed.

Q. The cause of the sudden discharge of all those men and the stoppage of work was the passing of the election?—A. I can't say; I did not go to the yard until November, after the ship had been cut to pieces, but the officers of the yard said so; that was the report. I don't know whether that was so or not.

By Mr. BURLEIGH:

Q. Do you remember when the Virginia was constructed?—A. She was constructed fifty or sixty years ago, but the Government had plenty of ships of her class afloat, and they kept her there waiting to launch her when she was needed. The introduction of steam in the Navy, and the change in models, placed her out of date as a cruising vessel, but she was just the ship to launch to take the place of the Ohio, which was rotten and worthless, while she was perfectly sound, and would have been useful for the next twenty or thirty years. She was built of live-oak, and was a magnificent vessel.

Q. Could they not have built a new ship for the money that it would have cost to fit her up?—A. No, sir; they did not want to fit her up for a cruising vessel; she would not have answered for that at all; but for the same money it cost to tear her to pieces, or a little more, they could have launched her, and put her in place of the Ohio

Q. Have you not plenty of ships for those purposes?—A. No, sir; on a receiving-ship you sometimes have 1,500 or 2,000 men, and the modern-built ships are not so good as ships of the Virginia class.

Q. Would not the Lancaster be a very good ship for that?—A. No, sir; she would not hold the same number of men; if you put seven, eight, or nine hundred men on board of her she would be crowded; the Virginia would take 1,500 or 2,000 men on board, and have made them very comfortable.

Q. There had never been any engines put in her?—A. No, sir; she was a sailing-ship, one of the old-fashioned line-of-battle ships.

By the CHAIRMAN:

Q. Now tell us if you know anything about the removal of any copper from the navy-yard.—A. I know of nothing; copper has been removed from the yard by authority, but not while I have been here. I know nothing in this relation that amounts to anything; once in a while a man is caught taking small pieces of copper out of the yard, and of course he is discharged.

Q. Have any of those things ever affected any of the officers of the yard? Have they ever been engaged in anything of that sort or in complicity with the thief?—A. No, sir; I have never heard of any such case. There is one man, who is now captain of ship-keepers, who was implicated in a case of copper-theft—quite a large amount of copper was taken out of the yard. But that occurred before I came here; he was then "captain of the watch," by appointment from the Department, in the place of Josiah Keen; was discharged for gross neglect of duty, and was soon after ordered to be taken on as "captain of ship-keepers."

Q. A better position than he had before?—A. Better than he had before.

Q. What was that man's name?—A. Randall. He is now captain of ship-keepers; he was captain of the watch. When I came here Commodore Howell spoke to me about him, and said his character was disreputable, &c., everybody was talking about it, and he would be very glad to get him out of the yard. Some time after, a report was made to me by a marine officer that a man had been pushed past the sentry at the dry-dock landing who was carry-

ing out of the yard things he had no business with; he had them about his person and in his dinner-kettle. Mr. Randall was standing alongside and never attempted to assist the sentry or apprehend the man, but let him go, and allowed him and others to curse and abuse the sentry.

By Mr. JONES:

Q. Did not the sentry call on him for assistance?—A. He called on him to assist him, but he did not do it. When this was brought to my notice I investigated it thoroughly. The man himself, Randall, acknowledged that it was so, but said he did not think he had any business to interfere. I asked him what he was here for? If a man was committing theft and carrying things out of the yard, if it was not his place to arrest him and hold him until the matter could be investigated? He said, "No, he did not think it was." I reported the whole thing to Commodore Howell, and he reported to the Department, and the man was discharged. I thought that was the end of it, but not long after an order came from the chief of construction to take Mr. Randall on as captain of ship-keepers at $3.50 a day, and he was so taken on.

Q. From whom did the order come?—A. From Mr Hanscom, chief of bureau.

Q. Was the record of his dismissal in the Department?—A. All these papers were sent on. Commodore Howell, I think, sent on all the papers in regard to this investigation, &c., and called the attention of the Bureau of Yards and Docks to the matter. I know Commodore Howell did; still, he was taken on as captain of ship-keepers. He comes at nine in the morning and goes away at five in the afternoon. He is here when we do not care about him particularly, but the most important part of the time he is away in Portsmouth.

By Mr. BURLEIGH:

Q. That is the case now?—A. That is the case now. It looks as though there was no necessity for it.

Q. Do you know through whose influence he was returned here?—A. I have no idea.

Q. Did you ever hear him say?—A. No, sir; but I have heard it was through a Mr. Rider, in Portsmouth. They get influence in Portsmouth, you know, and that influences certain parties in Washington.

Q. Do you know who are the certain parties there who were influenced by the parties here?—A. No, sir; that is a thing that is spoken of, but is one I cannot explain. But the man is here at $3.50 a day, when I do not see that there is any necessity for it, because he is here during that part of the day when there is no occasion for his being here, and at night the captain of the watch has got to take his duties and give orders to the ship-keepers, which he did before Mr. Randall was appointed. There has never been a captain of the ship-keepers but once before, and that was some years ago, when we had a great many ships here and a great many ship-keepers.

Q. Do you remember what portion of this engine was broken up? Was it the wrought-iron or the cast-iron part?—A. All the cast-iron part of it, except the donkey-engine and pump was broken up, as far as I know. The wrought-iron part, I think, was carried off about as it was. They could not very well break that up. They have left a great deal of it. There are two shafts alongside of the house from which the engine was taken. Then there is one down at the end of the wharf. That was carried down and remains there. I don't know but that is all.

By Mr. JONES:

Q. Who carted it to the vessel, and put it on board; the Government or the parties who purchased the engine?—A. The parties who purchased it, I believe they paid for a portion of it, but they had some assistance.

Q. Have you had any sheathing copper condemned and sold since you have been here?—A. Not to my knowledge.

Q. Now tell us if you know about the removal of any iron from the navy-yard.—A. The plating for the iron-clad Massachusetts was removed, and it was said that it was sent to John Roach, on the Delaware River, to be rolled over; for what purpose I don't know.

Q. Do you know under what agreement he got it from here?—A. No, sir.

Q. Were there not some iron plates that never had been used on any vessel sold and removed?—A. All of that which was taken away had never been used at all.

Q. New iron, was it not?—A. New iron, just as it came here.

Q. Do you know anything about the building of the steamer Enterprise by Mr. Griffiths?—A. That contract was given and was completed, or nearly so, when I came here. I came in March, and she was launched some time in July or along there.

Q. That is, her hull?—A. Yes, sir; Mr. Griffiths had the contract to build her, with the facilities of the yard. His people had full swing of the yard; they did as they pleased; and whenever a question came up between Mr. Griffiths and the commandant it was always decided against the latter, as Commandant Howell told me. He told me that there was not a single question which he had referred to the bureau that the bureau did not decide against him. Mr. Griffiths had the preference under all circumstances. If there was a piece of work on a lathe, and he wanted something put in, our men had to take out their work and do his. Then everything had to be carted; he used all the teams in the yard.

All this timber was sawed out, carted, and placed right where he could pick it up and put it on the ship.

Q. Was he furnished with everything in accordance with the contract?—A. Yes, sir, everything; and as we considered, a great deal more. He demanded office-room, demanded stationery, demanded things that no one ever dreamed of, and they were furnished him, by order of the bureau. Commandant Howell wrote quite a long communication to the bureau, and mentioned all these things, and hoped the bureau would settle it, and stop these unusual and extraordinary demands. But the bureau decided in Mr. Griffiths's favor, and it had to be done.

Q. Mr. Griffiths was supplied with all of the materials, I believe?—A. Yes, sir.

Q The Government performed its part of the contract faithfully?—A. Yes, sir.

Q. He had the selection of all the lumber, timber, and everything?—A. Yes, sir: so much so that there was a letter received here from the bureau not very long ago, inquiring why it was that the Enterprise cost between twenty and thirty thousand dollars more for materials than her sister ship the Essex, built in the ship-house on the opposite side of the yard. The only way we could account for it was that Mr. Griffiths's men had full swing in the yard. If they wanted a stick forty feet long and found one sixty feet long, they sawed it off and scattered the pieces about as they pleased. That is the way the constructor accounts for the material costing so much.

Q. Did Mr. Griffiths have to wait and discharge his hands on account of the non-supply of materials to build his ship?—A. Not that I know of.

Q. Did he have to wait for plank, &c.?—A. Not to my knowledge.

Q. They were going ahead with the work all the time?—A. All the time as far as I know.

By Mr. BURLEIGH:

Q. Were you here all the time?—A. I mean since I came. You know I came in March, and she was launched in the summer.

Q. While you were here you knew about the daily transactions on that ship?—A. I knew generally what they were doing. I have no knowledge of his being detained at all. Since the Government shut down here he has all the facilities of the shops. The Government has been running all the shops at expense, whereas if it had not been for him they would have had them all shut up. The coal cost a good deal, and then there is the wear and tear of machinery, and the pay of the men who have to be there to look out for them.

Q. He has had the use of the Government shops to work in and the Government tools to work with?—A. Yes, sir.

Q. Have any of the hands employed by the Government given him any assistance recently in doing any labor under the contract for making the spars?—A. I don't know that they have. There was great complaint on the part of the constructor when he came here that he had to furnish so much labor in wheeling lumber and other things for him. He said the Government was doing a very important part of the work. That is what they have all said. Mr. Webb complained of it bitterly. Mr. Wilson complained when he first came here of Mr. Griffiths' exactions, &c., and I believe has continued to do so. He made a contract then for building those spars complete, and went on and never said a word about anything until he got along pretty near the end of it, when he made up his mind that he was not to put the sheaves or anything of that kind into the spars. It did not belong to him; it belonged to the blockmaker. He had refused to make and place the jackstays, &c., on the yards, because that belonged to equipment; but his contract was to furnish those spars complete. They are not complete until the sheaves are in, the jackstays, dogs, &c., are on them. That was the understanding, but still I cannot say anything about it, because the contract was not signed by the Chief of the Bureau of Equipment, and I cannot dispute that point with him. But he insisted upon it that it was not his place to put in those sheaves, &c., and referred to the bureau, and the bureau decided that the Government was to do it.

Q. Were you at the launch of the Enterprise?—A. I was launched on her.

Q. Were any of the Government men at work upon her aiding to launch her?—A. There were a good many around—the ship-house was full—and I am pretty sure they did.

By the CHAIRMAN:

Q. The Government got all the material and everything ready for launching her?—A. Everything.

Q. What did Mr. Griffiths do?—A. All I could see that he did was to put some blocks under her. The ways were all hauled there, and there was nothing for him to do but to place them, wedge her up, and let her go. That was all he did. I don't suppose it cost him $500. Mr. Hichborn said it could not have cost over $500, if it cost that. He said that was a very liberal allowance, and Mr. Griffiths got $2,000. Mr. McKay, at Boston, got $4,000 for launching his ship, and it did not cost any more than this ship here.

Q. From the Government?—A. Yes, sir; so it was reported to me. We could have launched the ship at much less cost, and when a ship is to be launched you cannot keep the men at work. They were there anyhow.

By Mr. BURLEIGH:

Q Were there not a hundred men in the employ of the Government assisting in launching that ship?—A. I suppose there were, but I cannot say for certain, because I was on board of the ship, and attending to other things. But the men were all around there seeing the ship go off, and it seemed to me entirely unnecessary to let Mr. Griffiths launch her, and pay him $2,000 for it.

Q. Did you ever hear Mr. Griffiths say there was an understanding between him and Mr. Hanscom that he was to get the contract for building that ship?—A. No, sir; I never heard him say so.

Q. In those controversies which arose between him and the constructor, in which the constructor and commandant were overruled by the Department, did you ever hear him say that there was an understanding between him and the bureau at Washington about those things?—A. No, sir; I never heard him say so. There was some question came up about the constructor, and I heard his son say that he was not going to fool with the constructor or anybody else; he was going on to Washington and have it settled there. That was his son, John W. Griffiths, jr.

Q. Do you know anything about the removal of the Essex around to Boston, and why it was?—A. That was always a mystery to us; we never could tell. The impression was that it was because there was an uncomfortable comparison between the two ships, the Enterprise and the Essex.

Q. They were to be built in rivalry?—A. Yes, sir; that was the understanding. The Essex was to be built by the Government, and the Enterprise was to be built by Mr. Griffiths. It was a question which could do it the cheapest, and the Essex was far ahead of the Enterprise. She was a better-built ship in every way, and she did not cost so much for material by $30,000, as the letter to which I have referred from the bureau says there was great pride in the yard, to see if they could not build a ship cheaper and better than Mr. Griffiths could in his way, and it became so glaring that the ship was ordered to Boston. That is the understanding of it. We never have heard any other reason given.

Q. What time was it ordered away; was it not just before the election in Massachusetts?—A. No, sir; I don't know that there was any election coming off about that time.

Q. She was taken out of the hands of the Government, taken around there, and then let out under a private contract?—A. Yes, sir.

By Mr. JONES:

Q. Is there any question in your mind that she could have been completed for sea better, and at smaller expense here, than it could have been done outside of the yard?—A. I have no doubt of it at all, because we had every facility for doing it here, and it could have been done just as well as by sending her off.

Q. If she was going to be finished by contract, could it not have been done here as well as at Boston?—A. Yes, sir; just as well.

Q. Do you know of any timber being shipped from this yard to Boston to put on her?—A. No, sir.

Q. Has any timber or material been moved from this yard to the Boston yard within the last two or three years?—A. Not to my knowledge; nothing more than the usual stores we send by the ship that plies along the coast. All her sails are being made here, and her boats, &c. The equipment department is making her sails, and the constructor is making her boats. None of them have been shipped so far that I know of. I have an indistinct recollection that some things were sent, but nothing in the shape of timber, or anything of that kind.

Q. You don't know of any lumber being shipped from there marked "McKay?"—A. No, sir.

Q. Do you know of any person using the labor or property of the United States for the use and benefit of any other than the Government?—A. I don't know that I do, sir; I don't recollect anything of the kind. Of course, we have loaned things here out of the yard, and they have been used and returned, but nothing that is wrong that I know of in that respect.

Q. Do you know of any other iron or copper being removed, except in the two cases you have mentioned, without being sold at public sale?—A. I don't know of any other.

Q. About how much of that iron was there that was sent to Roach; how many schooner-loads?—A. I did not keep the run of them. There were three or four; three that I know of.

Q. State whether you know of there being large amounts of timber and lumber delivered here at the Kittery yard without the knowledge of the officers until its arrival.—A. O, yes; I think there were two or three loads came that the constructor knew nothing at all about. They were from other contractors, possibly, that he had not heard of. They were invariably declined until reference was made to the bureau to know if they should be received, and in some cases it took a long time before the thing was settled.

Q. Then orders would come for you to receive it?—A. Yes, sir.

Q. Do you remember who delivered that lumber?—A. I do not, sir; but Trickey & Jewett have been delivering lumber in this yard ever since I have been here under contract.

Q. Do you know anything about any false bidding, straw-bidding, or combinations among bidders or dealers to suppress competition?—A. No, sir; I do not. We had an auction sale at the yard not long ago, when there was a great deal of that done, and such things are done at every auction sale. There are certain rings formed, and they will not allow any one outside to bid. I think that is a great abuse of these auctions in the yard. I would not sell anything that could possibly be utilized here. For instance, there is a great pile of scrap-iron that might be utilized by the Government, and valuable in every respect; it is advertised to be sold at auction, and parties here in Portsmouth form a ring, and agree to pay an eighth or a fourth of a cent a pound, and divide it up, and they will not bid against each other, nor allow anybody else to bid. That is done; the iron is sold, and then the Government has to go and buy new material for everything that is made. There is a great abuse. Half the time the amount received does not pay the expense of advertising, the auctioneer, &c. But that is a mere error of judgment. I suppose the Government does not mean anything actually wrong.

Q. Is there room in your wet basin to take care of all your live-oak timber, and is it so taken care of?—A. I think almost all of it is in, perhaps all. There is very little out of any consequence.

Q. Who is your timber-inspector?—A. Mr. Locke, I believe, is his name.

Q. Do you know by whose influence he was appointed?—A. I do not.

Q. Do you know what his salary is?—A. I do not.

Q. What duty does he perform?—A. He simply inspects all timber coming into the yard, to see that there is the proper number of feet, whether it is sound, &c., and he marks it.

Q. How long has it been since you have had any timber delivered in the yard?—A. We have not had any timber delivered in the yard for several months.

Q. His pay still runs on?—A. He is suspended now, I think. His name is still on the rolls, but I don't think he receives any pay now.

Q. What office does Dr. Wentworth hold in your yard?—A. He was employed as general inspector.

Q. What does he inspect?—A. He inspects the stores that come in in the different departments. For instance, if I wanted a lot of canvas, or anything of that kind, in equipment, I would make the requisition; it would be approved in Washington, and ordered to be purchased at open purchase in Portsmouth; and the things we purchased would be sent over here, and Dr. Wentworth would inspect them, pronounce them of proper quality, &c., make his certificate, and then they would be paid for.

Q. How often have his services been required during the last year?—A. That is hard to say. In my department, I don't think over two dozen times.

Q. Do you know of persons being employed on the yard by the influence of parties outside of the yard, in order that they might collect their debt from their wages?—A. I have known instances of this kind: People have come into the yard and complained that men owed them money, and they wanted to collect it; and the commandant has told them he has nothing to do with the affairs of the men outside the yard.

Q. What is the character of the lumber that is purchased here? Is it of the best quality, or of the kind called "promiscuous?"—A. I am not a naval constructor, and of course cannot be considered an expert, but so far as I see the live-oak timber that comes into this yard, I think there is a great deal of it that would not do to go into the frame of a ship. I think if the constructor had been the inspector, and had been held personally responsible, he would have rejected a great deal of the timber as not proper timber to go into a ship. That is not curved timber. There is a great deal straight, a great deal very small, and a great deal very large, and if you were to build a ship now, you would have to drag out all the timber in the wet dock, and would not get timber enough then to build more than one or two ships. After you had completed them, there would not be much left that would be of any service. I have heard the workmen speak of the same thing, and other persons in the yard have spoken of it. But then no one could say anything. The commandant had no business to interfere with it.

Q. It is the generally received opinion now among naval constructors, and men well posted in ship-building, that ships ought to be built out of live-oak, is it not?—A. Yes, sir.

Q. If ships are to be built out of live-oak, is there any necessity for bending machines to bend the timber?—A. Not if you get proper live-oak.

Q. Ought a ship to be built with bent timber?—A. I think not. I certainly would not build a ship in that way if I had my way. I think that, for the money we spend on that live-oak timber, we ought to have splendid timber, and of the proper quality to build ships with.

Q. Is it not the custom here to advertise for a small amount of stores whenever required by annual lettings, and then during the year to purchase by open purchase a large amount, to supply the wants of the service?—A. Yes, sir.

By Mr. JONES:

Q. Where does the requisition for the open purchase come from—from the purchasing paymaster in town or from the heads of the bureaus?—A. The purchases are generally made by open purchase, and the bureau approves.

By Mr. BURLEIGH:

Q. Who does the purchasing?—A. The paymaster over in town; the purchasing paymaster he is called. It is the understanding that, before he makes a purchase of that kind, he informs the principal merchants, through advertisements in the papers; or, if it is not a sufficient amount to warrant that, he will send each one a note, stating that he is going to purchase certain articles, and giving them a chance to bid. The understanding is, that they make their bids, and he gives it to the man who makes the lowest bid. But I do not think that system is a good one at all.

By the CHAIRMAN:

Q. It is open to abuses?—A. Open to abuses. The paymaster, if he is perfectly honest, will do the thing exactly right, but if not, there is a large margin.

Q. They may make "corners" on him, may they not? If he wants to buy groceries, for instance, the dealers in town may get together and fix their own price?—A. That is one thing. Then another thing is, where he is purchasing for all the departments, he does not know the proper value of the articles, and cannot look into those things closely enough to know whether he pays more or less than an article is worth, and sometimes we do not get our things as economically as we might. If purchases are to be made by open purchase, it would be much better to let the heads of the departments select their articles, and buy them where they can get them cheapest, and make them responsible; and then, if they find that more has been paid for an article than is proper, come down on the head of the department for it.

Q. Do you know whether any bills are ever carried over from one fiscal year and paid out of the appropriations for the next succeeding year?—A. I know that is the general impression, and I think the correspondence will pretty generally show that, particularly in the case of contracts, the bills of contractors have to remain over until the next year. The pay of the Navy is another thing we are very uncertain about. The latter part of the fiscal year, we never know whether we are going to be paid. We may be two or three months sometimes without a cent of pay.

Q. Why is that?—A. No one knows. No one knows where the money goes. It is used probably, for the Navy. There is a certain amount appropriated annually for the pay of the Navy, and it is intended to be sufficient to pay every officer and man in it; but if you take that money and use it for any other department, of course there is a deficiency, and the officers and men and their families have to suffer for it.

Q. Do you know of any instance where that has been done; where an appropriation has been transferred from one department to another?—A. I know from correspondents at Washington, &c., that that has been done for the last year or two. Officers have spoken about it. It is common talk that $100,000 was taken out of Medicine and Surgery; the appropriation to that department is not very large, and consequently, as Dr. Cleborne said the other day, they could not get necessaries for the sick; that there was no money in the bureau at all. They suddenly shut down on the Bureau of Docks and Yards and Equipment, and stopped half or quarter of the work they were doing, because the money was all gone, although they had been boasting, but a little while before, that they were very comfortably off. Those officers could not tell where that money went.

Q. In such cases, are not the bills made anew, so as to appear as of the current year? For instance, suppose the appropriation is exhausted, and the funds must come from the appropriation for the ensuing year, are not those bills dated forward, and carried forward into the next year?—A. Yes, sir. There is correspondence in relation to such a case, where certain bills had to be rewritten and made out in that way. I don't know whether that occurred in Steam-Engineering or Construction, but I am pretty sure it did occur.

Q. When the appropriation for the current year is exhausted, what do you do to carry on the different bureaus here? Do you issue certificates of indebtedness? For instance, if you want to employ some labor or buy some stores, where it is necessary to use some money, what do you do?—A. We don't do anything, unless there is an understanding with the merchants or others that they will furnish the articles with the understanding that the bureau will pay them when they get the money. We do not go on and get what we require. We make a requisition, and if the bureau approves, they instruct the paymaster to make the purchase.

Q. Suppose the Bureau of Steam-Engineering wants to do something that it is thought necessary to do, and there is no money, does the head of that department in the yard get what he wants and give a certificate of indebtedness to the party of whom he purchases?—A. No, sir, he cannot do it. He simply makes out a requisition for those things, and the bureau will reply, if they have no money, "we have no money." It is not allowed, and that is the end of it.

Q. What would you do, suppose your supplies gave out? You must feed your men. How would you get the food?—A. If an emergency of that kind comes, we would have to get it. We would have to feed the men. I suppose we should give receipts for it. But I don't know that any such case has ever occurred.

Q. You would give a certificate of indebtedness for the amount?—A. Yes, sir; which would be paid when we got the money. That is a case I never knew of, but if it came up,

and I was commander of the ship, if the men were out of provisions, I would get them, of course, if I gave my own receipt. Of course an officer would be upheld in anything like that; but not unless it was an extreme case, unless he could show that life and death depended upon it.

Q. You think that these bureaus, when they get out of money, simply shut down and discharge all hands?—A. That is it. But it would be a great deal better if we could stop all these transfers of money from one bureau to another. I think it would be better for the Government, and better for those people in and about the departments.

By Mr. JONES:

Q. Don't you think that the cause of some of these departments or bureaus running short of funds is on account of so much being bought by open purchase by the heads of departments; I will say, for instance, the head of the Bureau of Construction and Repair?—A. I have no doubt that a great deal of money is spent in that way, and by giving contracts to people. Their personal feelings are worked upon, friendship, &c., and they go beyond their means in giving contracts where there is really probably not much necessity for it; we could wait a while longer until we got the money. It is the prodigal way that they have gotten into in these bureaus of spending money. They have become spendthrifts—that is the trouble.

Q. Instead of keeping it for the purpose for which it was appropriated?—A. Yes, sir.

Q. Do you know of any steam-boilers that have been broken up or that are now being broken up?—A. There are some being broken up alongside of the ship-house. They are perfectly good boilers.

Q. Do you think that it was good judgment to break them up?—A. I certainly should not break them up if I had my way. We may want to have them in a ship very soon. They might have been kept until we are certain about these compound engines, instead of breaking them up and selling them for old iron.

Q. If the compound engines do not work, those boilers would be just what you want?—A. Just what we want. I think it would have been better to wait a little while until that question is settled.

Q. Were not those boilers made expressly for those engines that have been broken up?—A. Yes, sir; but they could be used with other engines direct acting

Q. Are they breaking up more than one?—A. I don't know how far they are going. They have broken up three now. There are ten or fifteen lying there.

Q. I suppose the commandant got an order to break them up?—A. I suppose he did. The order must be in the hands of the steam engineer or the commodore. There must be something to warrant their doing this work.

Q. You say you are captain of the yard, and you are at the head of the equipment department?—A. Yes, sir.

Q. Have you ever been called upon by outside parties, or by the heads of other departments, to require men when in your judgment there was no necessity for such requisition or request?—A. I never have in my own department, but that has occurred in other departments. We have a small force of riggers and sail-makers, &c., and they remain here from year to year. There is very seldom any change, unless some of them are sick, or go away; then we take others in their places.

Q. Was not Mr. Noyes foreman of sail-makers here?—A. He was; and displaced. That occurred before I came here. They (outside influence) displaced Mr. Noyes, and put another man in his place. He was foreman sail-maker and a very excellent man, but he was displaced and Mr. Lovell was taken on. The equipment officer was very much exercised about it; he thought it was a great shame, and I believe some representations were made to the commandant in regard to it. I do not know that, however, of my own knowledge. But that is the only instance I know of in Equipment; in fact, I had forgotten that. But Mr. Lovell is an excellent man. The Government did not lose anything by that.

Q. Mr. Noyes is at work here just the same?—A. Mr. Noyes's pay is reduced, of course, from that of foreman to leading man. We retained him, and he is a very excellent man. They are both first-rate men.

Q. The change was not detrimental to the service?—A. No, sir; I don't know that it was.

Q. You say you know of other bureaus where there are such abuses. What one?—A. Yes, sir; in Construction Mr. Wm. F. Noyes was foreman of shipwrights here for years, and he was a very excellent man, very highly thought of by everybody in the yard. He was displaced, and Mr. Fernald was taken on in his place. The constructor, Mr. Wilson, was very much exercised about it, and considered it a great shame, and in order to retain Mr. Noyes, they offered him a quarterman's position, and he held that for a while, until Mr. Griffiths gave him the position of foreman on the Enterprise, January, 1875. These things were looked upon as very hard. A foreman, a man who will make his way in this yard and shows himself an excellent man and a capable workman, and has the confidence of all the officers, does not feel from day to day that he is safe. An order may come from Washington tomorrow to displace him and put somebody else on.

By Mr. BURLEIGH:

Q. Is this Mr. Fernald who took his place an efficient man?—A. I believe he is, although there are a great many things that Mr. Noyes has learned by being here for years that a man cannot pick up coming right into it; particularly in the shipwrights' department.

Q. Had not Mr. Fernald been a quarterman under Mr. Noyes?—A. Yes, sir: he (Mr. Noyes) had been here a good many years. I do not know how long he had been here, only from Mr. Wilson's representations. It was considered very detrimental at the time. Mr. Fernald, I believe, is a very good man, and I think has given satisfaction. I do not think the Government has lost anything by the change particularly; I speak of it only as showing that a man does not feel that he is safe in his position.

By the CHAIRMAN:

Q. Were there any gun-carriages sold at the Boston navy-yard while you were there?—A. There were none sold while I was there that I know of, and I only know what has been told me by a person who came down here from the Boston yard. It seemed to be a ridiculous transaction. They sold some gun-carriages to parties in Chelsea for $3 apiece, and the Government were to deliver them; and I was told (of course it may be an absurd story) that it cost $9 apiece to deliver them.

Q. Did you hear to whom they were sold?—A. I did not.

Q. What was the object in selling them?—A. It was to get clear of them. They could have broken them up in the yard or set fire to them and burned them. We tried that some years ago. When I was here on ordnance duty, we had a lot of gun-carriages to sell, and some parties came over to bid on them. They expected to get them for $2 or $3 apiece, but the foreman of the gun-carriage makers, Mr. Williams, thought he would head them off, and so he bid on them, and some of them were sold for $7, $8, and $10 apiece, and some brought as high as $20 and $30. They have a great deal of composition in them. He broke them up himself. That was under Commodore Pennock.

By Mr. BURLEIGH:

Q. Is there not considerable brass-work about those carriages?—A. Yes, sir; and composition. Some of them were very valuable.

Q. Was this composition so worn out that it would not be suitable to put on new carriages?—A. It could be worked up again. It was quite good.

By the CHAIRMAN:

Q. Do you know anything of any copper having been sold from this yard, and then bought back again?—A. No, sir.

Q. Has the Government bought any copper since you have been here?—A. No, sir; not that I know of.

Q. Who would be likely to know about that?—A. Mr. Wilson, the constructor.

Q. What relationship exists between Mr. Fernald and the chief of the Bureau of Construction?—A. I don't know. I have been told he is his brother-in-law or nephew.

Q. You have a Mr. Hanscom here in the yard, also?—A. We have a carpenter in the Navy by the name of Hanscom.

Q. What relation is he to the chief of bureau?—A. I don't know that he is any relation; I never heard. The connections of Mr. Hanscom and Mrs. Hanscom are very numerous. Mr. Hanscom, the carpenter, has been here ever since I have been here.

Q. What duty does he perform in the yard?—A. For a long time he had nothing more than nominal duty to perform. He had returned from sea, and they placed him in one of the departments as a sort of assistant. Lately the commodore has placed him in the civil-engineering department, as an assistant to the civil engineer. In fact, he is the working man. If we want anything done, we send for Mr. Hanscom; we do not send for Mr. Chandler. When little things are required to be done, of course we try to do it through Mr. Chandler; but Mr. Hanscom is the man who attends to all of it.

By Mr. BURLEIGH:

Q. Is there not a great deal of favoritism in the yard by the foreman and other influential men? Do they not have their favorites among the laborers?—A. O, yes; I think there is.

Q. And some men cannot get on the yard however good they may be?—A. That is the impression.

Q. And others, who are worthless, can get on when men are required?—A. That is the impression.

By Mr. JONES:

Q. I want to ask you in regard to your civil engineer. Do you think it is for the interest of the service and the Government to have a civil engineer placed upon each navy-yard?—A. As it is now, I think it would be better if we had none at all.

Q. Why do you want one at any time?—A. I don't know that we do; but if we could have thoroughly skillful men—men who could build a dock or store-house, or a house in the yard, or anything of that kind, provided we wanted them, it would be different. But even then he might be here in the yard for months or years and have nothing of that kind to do.

Q. Could you not get all those plans and specifications from the heads of the departments, and could not your constructor, if anything came under the repair of yards and docks, superintend it, and could not the masonry be looked after by the boss masons?—A. O, yes. It could be done just as well without civil engineers as with, and perhaps better, because they sometimes rather impede the work—stand in the way. We have to treat them with some consideration, of course, and there is a great deal that comes under the civil engineer that he cannot attend to and has nothing to do with. For instance: Take a gang of laborers in the yard. He cannot go around and attend to them, and it naturally falls under the working officers of the yard; and you do not like to go to his men and order them to level off a piece of ground, or anything of that kind; and it continually keeps you on your Ps and Qs, as it were, to try to keep things straight and not create bad feeling.

By Mr. BURLEIGH:

Q. That is, the captain of the yard and the civil engineer are likely to come in conflict?—A. All the time. The captain of the yard has to do with keeping things in order, and do all that kind of work. He has his men, and goes around and directs everything.

By Mr. JONES:

Q. Don't you think it would be quite a saving to the Government if they should abolish the office of civil engineer in the yards and put his duties upon the captain of the yard; and if there were any buildings to be erected let the proper bureau attend to it?—A. It would undoubtedly be a great saving to the Government; and if a building was to be put up requiring extraordinary skill in the architect, we could go outside and employ such a man.

Q. You have plenty of men in the yard who could draw the plans of any building that was wanted, have you not?—A. We have. If we had really efficient men as civil engineers, who understood their business, there might be some excuse made for continuing the office; but they have let civil engineering run down at the heel. They have appointed anybody and everybody to the office—people who could not do anything in that line outside. They have had half a dozen men in the New York yard who knew nothing about civil engineering. The yards and docks have been under the direction of either the executive officer of the yard or of the commandant. He is the responsible head; so that Mr. Chandler can do nothing unless it is with the sanction of the commandant. The executive officer used to have it, but Mr. Chandler complained that the executive officer was not responsible, and all that sort of thing, and they got up a great talk. Mr. Chandler worked with the steam-engineer and constructor, and they threatened to have Captain Fairfax turned out of the yard; and at last there was so much talk about it, Mr. Chandler claiming that he was civil engineer, and had a right to attend to all these things, that the bureau placed him under the charge of the commandant. Of course it gives him (the commandant) extra duties to attend to. That is, he attends to the office, and I attend to the duties outside, and things have gone on very smoothly. I have never had any trouble with Mr. Chandler. When I first came here he misunderstood about my duties, and I just explained them to him quietly and plainly, and we have got along very well. I have always tried to treat him courteously in everything, but he seems like a fifth wheel to a coach—a useless expenditure of money, without any real benefit to the Government, because it seems to me that the others could carry on the duty in addition to their own.

Q. Without the expense of his corps, you think?—A. I think so.

By the CHAIRMAN:

Q. Can any of the clerks, writers, inspectors, or employés on the yard be dispensed with without detriment to the public service?—A. I have no doubt that there are some who could be dispensed with. In fact, we have cut things down here pretty close now. There were several discharged some months ago, by order of the Bureau of Construction. If the number is kept down to what we have now, I don't know as we could spare any.

Q. How many clerks have you, and what work do they do?—A. As captain of the yard, I have a clerk. He attends to all the correspondence of my office, receives all bills, and audits them; has the general supervision and inspection of them. He takes the place of the chief accountant that we had in this yard some time ago. Then in equipment I have a clerk, a store-keeper, a writer, and a laborer in the store.

Q. You say you could not dispense with any of them?—A. No, not very well.

Q. What does your writer do?—A. The writer assists the store-keeper, and then he works about the store. He does a great deal of manual labor. He cleans up. We have a great many stores coming in. We have cooking-vessels, crockery, glass-ware, and everything of that kind. They all come in, and they all have to be cleaned. This man is very constantly employed. When he is not assisting the store-keeper, or making up the quarterly monthly, or weekly returns, he is at work about the store, cleaning up, getting things right, laying out stores, receiving them, &c

Q. Do you think the inspector of timber and the other inspectors might be dropped, and that the heads of the bureaus would do the work better?—A. I do not know that these inspectors could be very well dispensed with, because they have to be there from morning until night. For instance, we are unloading a vessel.

Q. But you have not taken any timber for a long time, have you?—A. Then they are sus-

pended, or should be. There is no necessity for keeping them unless they have something to do. That should rest with the heads of departments.

Q. Receiving timber is so very exceptional, could not that inspection be performed by the constructor?—A. One of his foremen might do that, or one of his clerks might do it. But it is necessary to have some one at the vessel to inspect every stick that is taken out, and mark it, or see that it is marked properly. Of course the constructor could not be there; he would be attending to his other duties about the yard.

Q. What are his duties now? You are not building any ships here?—A. He has nothing particular to do now that I know of. In fact, his whole department is shut up. But there might be a time when he would be very busy in building ships, and there might be a great deal of work going on, and then he could detail any one of his clerks, or his foreman, or one of his men, to attend to that business.

By Mr. JONES:

Q. As a general thing the inspectors of timber are put in by contractors, or through their influence, are they not?—A. No, sir; not here. I have heard of that in other yards, but I do not think there has been anything of that kind here.

Q. What did this man know about timber before he was made inspector on this yard? He never sawed a board, or drove a nail, did he?—A. I don't know, I must say, about that. I only know that nothing of that kind has come to my knowledge. That is, I don't know that any man has been put on by contractors, or anybody else outside. I don't know but the constructor has selected him as the best man, and put him on. Possibly the constructor did not have the selection of the inspector. I think it very likely you will find that men of that kind have been appointed by the bureau. It is not uncommon to receive letters from the bureau to take on so and so, without our knowing whether he is a good man or not He may be a good man, and he may not; but they do not leave it to the discretion of the constructor.

By the CHAIRMAN:

Q. You were saying that Mr. Griffiths had the use of all the facilities of the yard, the teams, tools, lathes, planers, &c. Who furnished the men to run these things?—A. While we are shut down, he has to furnish them; but while we were running the yard, the men running the machinery attended to it. I don't think there was any charge made against him.

Q. You furnished the men to get out the material for the ship?—A. Yes, sir. I believe those abuses crept in under what they call "the facilities of the yard."

Q. It is not "facilities" when you furnish labor?—A. To some extent. Of course I do not speak positively about this. I do not know that the time of any man has been charged when he has been at work on a machine while contract-work was being done. I do not know that the contractor has paid for anything of that kind.

KITTERY, ME., *March* 15, 1876.

DAVID B. MACOMB sworn and examined.

By the CHAIRMAN:

Q. You were not here at the time of the building of the Enterprise under the first contract?—A. No, sir; she was commenced before I came here.

Q. When did you come here?—A. I reported for duty as inspector of machinery afloat, on the 10th of October, 1873, I think it was, and have been here ever since as inspector of machinery afloat and chief engineer of the yard.

Q. That was at about the time the building of the Enterprise was commenced?—A. No, sir; she was well under way.

Q. The contract is dated the 18th of September, 1873.—A. That is about the time I reported for duty. I think my orders are dated on the 4th of October, 1873.

Q. They were working on her in 1873?—A. Yes, sir; they were working on her, of course; I was at the launch.

Q. Were the hands employed all the time?—A. Yes, sir; I think so.

Q. Did the Government keep Mr. Griffiths furnished with material, &c.?—A. To the best of my knowledge they did. It did not come under my supervision exactly.

Q. Do you remember of any time when the hands stopped work on her?—A. No, sir; I don't think I remember any time when they were stopped, but that does not come exactly under my department. They might have stopped at some time and I not have known it, especially in that part of the yard. That is the constructor's matter.

Q. Do you know anything about the tearing down of the steamer Illinois here?—A. No, sir; that was done before I came here. She was in the same ship-house that the Enterprise was built in, and therefore she must have been torn down before the Enterprise was set up.

Q. Do you know anything of the breaking up of the engine that was built to put in her?—A. I do. I got my orders from the commandant. I think I can show copies of them.

Q. From whom did he get the orders, do you know?—A. He got the orders from the Chief of the Bureau of Steam-Engineering, Mr. Wood, by the direction of the Department.

Q. What were the orders?—A. I almost know them by heart. His orders were, by direction of the Navy Department, to deliver to the Providence Steam-Engine Company what was called the 60 x 36 engines which were intended for the Illinois, and two boilers of the 46 x 46 size, and the two old boilers of the Nantasket. The 46½ x 50 boilers were new boilers belonging to the Massachusetts. The orders were to reserve the four best, and to deliver such other old material as we might have no present or prospective use for in the department. The orders were to put those boilers under the shears for them, and to give them the usual facilities for taking the material out of the way; to weigh the copper, composition, cast iron, steel, and wrought iron separately, and return the number of pounds of each to the Department when completed." Those were my orders.

By Mr. JONES:

Q. Were they not all new?—A. The boilers belonging to the Massachusetts were all new.

Q. Are any of the boilers that you are now cutting up old?—A. Yes, sir; the Nantasket's boilers are old; both of these have been cut up, or nearly so. They (the material) are still in the yard. Also, the shaves of the Peoria.

Q. Your orders were to return the weights to the Department?—A. To make return to the Bureau of Steam-Engineering, returning the amount of each separately, which we have not done yet, because it has not all been taken away.

Q. All that material was sold to those parties?—A. It was disposed of by the Navy Department. The order says, "which the bureau has disposed of."

Q. What did that engine cost?—A. I think the engine and boilers cost in the neighborhood of $400,000—the engine, boilers, and everything complete.

Q. That included pumps and the small stationary engine, did it not?—A. Everything complete. There were some pumps; there was no stationary engine with it.

Q. Was there not a little donkey engine?—A. Those were what we called pumps—two Sewall's pumps. I reserved one of those.

Q. They had never been used?—A. No, sir; because I put it in the house in 1868.

Q. Is some of that material on the yard now?—A. Yes, sir.

Q. What part of it?—A. All the shafting, every bit of it.

Q. What part has been removed by these parties?—A. Almost all of it. All the cast iron, all the composition, and all the copper piping. In fact I rather think all except the shafting. The boilers had been used in Government vessels. They had been used in three ships. We had eight boilers and used two pairs in each vessel. A great many of the appurtenances belonging to those boilers I retained, as the order said to deliver those engines and said nothing about the appurtenances. That pump I had a prospective use for and retained it, and I am going to put it on board the Lancaster. The Providence Steam-Engine Company are breaking up the boilers of the Nantasket, and one which was intended for the iron-clad Massachusetts.

Q. Is that by order of the Department?—A. Yes, sir; that is included in this same order. Therefore I have not sent on the amount of the material, because it says "when completed you will inform the bureau, stating the number of pounds of copper, composition, &c."

By Mr. BURLEIGH:

Q. Do you know whether the sale of this material was advertised or not?—A. I don't know whether it was or not. It says "so recommended by the board."

By the CHAIRMAN:

Q. Will you state again the exact number of those boilers?—A. There were eight altogether—six in the Massachusetts. Only two of the Massachusetts boilers were to be delivered, four to be retained.

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, D. C., May* 11, 1875.

"SIR: By direction of the Hon. Secretary of the Navy the bureau has satisfactorily disposed of the material in the yard under your command which was examined and so recommended by the board of which Chief Engineer Stewart was the senior member, to the Providence Steam-Engine Company, as follows: One pair 60 x 36 engines, intended for the Illinois, with all the parts and fixtures therewith belonging that may now be in the yard. Two boilers intended for the Massachusetts (46½ x 50) reserving the four best for the vessel. Two boilers removed from the Nantasket; shafting &c., removed from the Peoria. About 20 tons old scrap from the Plymouth's boilers. Please direct that the above, together with such old parts of machinery, wrought iron, and composition, as may be on hand and for which there is no present or prospective use for purposes of this bureau, be placed under the derrick on the wharf, and the usual facilities of the yard offered to the purchaser to

facilitate the removal of the same. A careful account will be taken of each kind of material delivered, under the following heads, viz.: Cast iron, wrought iron, copper, and composition, and the weight of each sent to the bureau.

"Respectfully,

"WM. W. W. WOOD.
"*Chief of Bureau.*

"Commodore A. BRYSON, U. S. N.
"*Commandant Navy-Yard, Portsmouth, N. H.*"

Q. Were the boilers of the Nantasket good for anything more than old iron?—A. Yes, sir. They could have been used, because they were only about half worn out. They would have been fair boilers to put on board a ship, because we built them in the yard, and I think we can build better work in the yard than they can outside.

Q. Have you got the amount of that material?—A. Yes, sir; I have the amount as far as it has been delivered; what remains here, of course, I have not got, because I weigh it as I deliver it; and a very careful weighing it is, too, of the composition, cast iron, or whatever it is. The order says "reserving four." I have picked out, of course, the four best, making two pair. One of the other two is cut up or very nearly cut up; the other one is intact; has not been touched. The Nantasket boilers are cut up or very nearly so, and the agent of the company has been written to to send a schooner here to take the material away, because it is cumbering up the yard.

Q. The four boilers from the Massachusetts still remain the property of the Government?—A. Undoubtedly. They are new boilers. The other one remains the same way, although the company can have it according to this order.

Q. Was not that engine designed to be put into the Illinois, a first-class vessel, to run down the Alabama? Was she not being built for the purpose of catching the Alabama?—A. No, sir; I think not. The Illinois, the Severn, the Contoocook, the Delaware, the California, and quite a number of vessels of the same class had the same kind of engines, what was called the 60 x 36 engines, designed by Chief Engineer Isherwood, then chief of bureau.

Q. It was a good engine, was it not?—A. Undoubtedly. I have had experience with them on two ships, and they were very fine engines; they worked well. They seem to want to discredit what is called "simple engines," and want to put in compound engines. That seems to be the fashion.

Q. Which do you think the best?—A. I have my preference. I think I would rather have a simple engine.

Q. Is not that the preference of nearly all engineers?—A. I would not say that, because there is a difference of opinion about it. In England they use a good many compound engines and a good many simple engines.

Q. You don't know what the Government got for those boilers?—A. No, sir.

By Mr. BURLEIGH:

Q. Don't you know that the fastest vessels in the French navy do not use compound engines?—A. I know some do and some do not. Some of the fastest vessels have compound engines and some simple engines. The fastest vessel we ever had, the fastest vessel that ever floated on the ocean, had a simple engine.

Q. What was the object in tearing up the Illinois?—A. I believe she was rotten, like the Massachusetts. I did not see her, but that is what I understood.

By the CHAIRMAN:

Q. Do you know anything about any iron that has been removed from here?—A. Not officially. But I know that the plate-iron for the Massachusetts was removed from here by order of the Bureau of Construction, I think.

Q. Where was that removed to?—A. That I don't know.

Q. Do you know who has got it?—A. No, sir; I don't know. That comes in the constructor's department.

Q. Do you know anything about the breaking up of any gun-carriages at the Charlestown navy-yard?—A. No, sir; I never was stationed there.

Q. Do you know anything about the tearing down of the Virginia at that navy-yard?—A. Not of my own knowledge. Nothing more than hearing it was being done, or something of that kind.

By Mr. BURLEIGH:

Q. What are your facilities for building here? What class engines and vessels could you build?—A. We have facilities for building almost any size of vessel, and we have the machinery to build a first-class sloop of war.

Q. Boilers and engines?—A. Boilers and engines. We built the boilers here for the Plymouth, and that set of boilers is as pretty a set of boilers as ever were put into a vessel. She went to sea in October, 1875.

Q. How large a ship is that?—A. 1,100 or 1,200 tons, new measurement; probably 2,300 old measurement.

Q. Could you build any larger ship if you were ordered to?—A. Yes, sir; we can build boilers for any size ship, or any kind of engine, compound or simple.

Q. Are you limited in the size of your engines?—A. Not in the work on the boiler, because you may say that it is piecework; it is put together in pieces; but we have not the facilities, probably, for building an engine for a first-class frigate; we could for a first-class sloop of war.

Q. Have you the tools for building such an engine?—A. We have the tools, but not the facilities or the shop-room for building such an engine for a frigate. We have a planer here that cost over $24,000. There is not a finer planer in the United States.

Q. You could very handily build engines for sloops of war?—A. Yes, sir.

Q In regard to an iron ship, provided the frames were brought here, would you be able to put it together?—A. We could easily do that, because that is like boiler-work—put together in pieces.

Q. Do you think you could do that as cheaply here as they could at Chester?—A. I think so. I will qualify that. The iron-district of Pennsylvania is right there, and the cost of transportation, especially in the winter time, would be greater here, as they would get a great deal of their iron from Baltimore, Philadelphia, Phœnixville, and all around those large rolling-mills. Of course transportation would be less to Chester than here.

Q. But if you were going to build an iron-clad here, and the boilers, pumps, and all those things, would it not be cheaper to keep your machinery here and send there for the iron, than to take your machinery there?—A. I think so. We have got the tools, and why not use them here? The transportation of the iron, of course, would be the principal cost.

Q. Would there be trouble in getting any amount of labor that you might want here for that purpose if it was known you wanted it?—A. No, sir; in a little time. In fact, when I first came here in October, 1873, I came here as inspector of machinery afloat, and there was an order for building boilers for the Plymouth. It was not carried out promptly for want of men at first: they had a few men: and I went to Boston two or three times myself, and wrote to some parties in New York, and to some in Boston, Portland, and Manchester, and in a very short time I got all the men I wanted. Probably I did not get, you may say, quickly the thorough mechanics that I would have had if I had had steady employment for them, because they were scattered all around.

Q. Do you know anything about the facilities for doing work in the Brooklyn yard, New York?—A. Yes, sir; I believe they are very great.

Q. Do you know about the facilities for getting iron-work done at New Market, Manchester, Lowell, Portland, and various points within forty miles from this place that are very easily accessible?—A. They have greater facilities in Portland than anywhere else north for machinery-work.

Q. What do you know about New Market?—A. They have pretty good facilities ther . They have facilities there for building boilers and locomotive work. They have very good founderies there. At Manchester they have pretty good facilities.

Q. Did you ever think, that taking Portland, Great Falls, New Market, Dover, Manchester, Concord, and Lowell, to go no further, and putting them together, they would excel the facilities that you could get in New York City?—A. No, sir; I should not think they would, from the fact that there is a population in and around New York of a million people. There is another city within ninety-six miles of it that has half a million more, that is unequaled anywhere outside of New York for facilities for doing machine-work. I mean Philadelphia.

Q. In New York City there is not so much machinery-work done as in the places I have mentioned, is there?—A. I know there is plenty of small work done all around in those places, but what is the character and class of the machinery? Do you mean agricultural machinery, or anything?

Q. I mean steam-engines for large ships?—A. If there was a demand for that kind of work, New York would excel any other place that I know of, except Philadelphia. They have large shops and large tools, which I have seen. There are the Novelty Works, the Fulton Works, the Morgan Works, and Cold Spring, up the river—all those immense shops. We could put the whole navy-yard into some of them.

Q. You have been to Manchester?—A. I was up there at the agricultural fair a year ago. I generally try to attend those things. They have very large facilities there. That is the reason why I said we could get plenty of men. I never had any difficulty in getting men around our own neighborhood. I think when I came here they had about twelve or fourteen boiler-makers picking away on boilers. I didn't like that kind of work, because I push things when I do work, and put in considerable work myself. I asked the chief engineer, "Aren't you going to get some men?" "Yes, if they come along." I said, "That is not the way to do work;" so I wrote to Portland, Manchester, and other places.

Q. If you had an order to build half a dozen ships of war, don't you think you could get the facilities here to build them without going to New York?—A. If they had the same order there, we could beat them, because we could get the facilities. We could have our own people here. If they had no work there, and we were doing work here, we should draw from them, because men would go wherever they could get work.

Q. If they had an order for half a dozen sloops of war in New York, and you had an or-

der for half a dozen sloops of war, you could build them with the facilities you have here as soon as they could?—A. I think we could, although New York is a big place and has better facilities than we have around here to do work, large work especially. I would undertake to build an engine here 60 by 36, or like the Lancaster's, but not an engine for a large frigate like the Wampanoag. We would have to send to Philadelphia for the shafts for the engine, or to Baltimore, or Bridgewater, Mass., or up to Phœnixville. There is where nearly all the large shafting is made.

Q. The shaft of that large engine is not broken up?—A. No, sir. The crank and other shafts are lying ready to be taken off the dock. They are of the best material and the best workmanship.

By Mr. JONES:

Q. You have been here since the Enterprise was first started?—A. Since about that time.

Q. Has not the contractor always had the facilities of your shop whenever he wanted them?—A. Every facility; and not only that, but he has had the facility of my experience, because that I consider Government property, and I give it to them. He has had every facility he possibly could have.

Q. Has there been any detention on the part of the Government?—A. No, sir; I will take my oath of that.

Q. When he has wanted anything done on a lathe, for instance, you have let him have it?—A. He has had every facility, and has had the preference. He has used up our tools. There has been no detention. In fact, I requested the bureau to give me $200 or $250, and employed three or four men to put in some tubs, and put up some piping to connect with them, so as to get out of his way, that he might not be able to say that he was delayed by our work.

Q. Have you charged him for whatever labor has been done for him in your department?—A. I have charged him for material. The labor part he pays for himself. I do not charge it to him, but the material we find or let him have. I had an order at first to let him have such material from our store as he wanted, and he was to return it in kind; or, if he did not, to charge it when his contract was completed, to be deducted from his final payment. I think there is $29,000 now due him from the Government, which he says I can sign when I see fit; but I do not choose to see fit.

Q. That is, when his contract is completed?—A. That is, when his contract is completed; so I construe it. When his contract is completed, and the vessel accepted by the board of engineers.

Q. Then whatever he has had in your department will be deducted from that?—A. I return, in my semi-monthly report, the articles, with the dollars and cents, the invoice-prices, taken from our books, of every pound of material and every gallon that he gets.

Q. What it cost the Government?—A. Exactly what it cost the Government. Every ton of coal is charged exactly at the invoice-price that the Government contracted for it.

Q. Are you doing all the work in your shop on the engine and boilers, or is he?—A. He is doing it.

Q. Were the engine and boilers put in by contract?—A. They were put in by contract. I think the contract was $185,000 for the engines and boilers, complete in all respects.

Q. In that ship?—A. Yes, sir.

Q. That was a separate contract, wasn't it?—A. Yes, sir. That is a different man from the builder. The builder does not have anything to do with the engine more than to put in what is called the usual appointments or facilities for the engineer when he wants woodwork done. I have nothing whatever to do with Mr. Griffiths, the builder of the hull; do not know him at all officially in the contract. The contractors for the engine and boilers were Woodruff & Co.; now, Blodgett & Clapp, the sureties of Woodruff & Co., who have failed.

Q. Are you getting as good work on the Enterprise, and all the pipes and fittings, as you would if you did it yourself?—A. I try to. I must say I don't think we were. Of course we are furnishing the greater part of the material now used, and are making them put in the best material; but so far as regards the work, he has the overseeing of it, and that is a different thing, you know, from inspection. He has his agent or foreman working with his men, and he tells them to do thus and so. No matter how sharp I may follow him up, still there may be some things that will not be quite as good as if I had them done myself in our own shop; yet they would pass inspection, and be good.

Q. Did you make any estimate on those boilers and engines?—A. No, sir.

Q. Did anybody besides Mr. Wood, who made the estimates?—A. A board appointed by the Navy Department undoubtedly did.

Q. You do not know what those estimates were?—A. I do not know. All I know is that the contract was for $185,000 for all these ships, the Essex, the Adams, the Enterprise, and all that class.

Q. The eight sloops of war?—A. Yes, sir.

Q. Were they all built by this same concern?—A. No, sir; they were not. This is the only one built by this concern. This is really a simon-pure contract ship, because she is built, hull and everything else, by contractors; machinery, boilers, and stores and everything

built and put in ready for a cruising-vessel, for $185,000. That is what I understand; I have not seen the contract.

By Mr. BURLEIGH:

Q. Do you know enough in relation to it to pass any judgment whether it was cheap or not?—A. Certainly, sir; that is my profession.

Q. Do you think the Government could have done it for less money than the contract was, and better?—A. Done it better.

Q. Do you think they could have done it for the same money?—A. I think they could have done it for the same money, and better. It stands to reason that a man is not going to work for nothing.

By Mr. JONES:

Q. When you were here before, you were at the head of your department?—A. Yes, sir.

Q. Suppose you had an order to do a certain amount of work, and required a certain number of men; did you make a requisition for so many men, or did an order come from the Department for you to take on so many men?—A. Sometimes one and sometimes the other. It would come to me in this way: Having a certain amount of work to do, we were allowed so much money to spend each month. Of course we would take on so many men to do that work, not exceeding that amount. Sometimes more in one department than another. If we got the work ahead in one department, the foundery, for instance, I would throw off some of those men and take on more machinists: that is my plan in doing work. If the machinists got a little ahead of the boiler-work, I would throw off some of the machinists and take on more boiler-workers, so as to keep within the $6,000 a month, or $5,000, as the case might be. I hardly remember, except in individual cases, where the bureau has specified to take on men.

Q. I understand that the reason why these eight sloops of war were contracted out to be built was on account of abuses. Now, the question is, have you had the selection of your help when you have taken them on?—A. As a general thing, I have, except, as I say, in individual cases.

Q. You have made your own selections?—A. I have made my own selections. When I had a great deal of work to do, if I wanted twenty boiler-makers, a man would come and say, "I am a boiler-maker." "Where have you worked?" I would give him a kind of preliminary examination, either myself or my foreman. I would tell my foreman, "I want to hurry that part of the work up." "Well, sir, I must have a few men." "Very good; I want you to take on some first-class men; how many men will you want?" "Well, I want so many first-class men, so many second-class men, and so many helpers." Of course they all go together; it would not do to hire all first-class men and use them as helpers; that is, I do not do work in that way. My foreman would make the selections and hand them to me, especially when we were doing a large amount of work; but when we are doing a small amount of work, I have got so I know every man about the place here, and I always give them the preference, working for the interest of the Government, or intending to.

Q. Have you examined the machinery in the Enterprise?—A. I have.

Q. Is that machinery of the best quality?—A. Yes, sir.

Q. With the machinery now in the Enterprise what speed will she make?—A. I think her maximum speed will not be above ten knots per hour.

Q. What effect will the six bilge-keels on the Enterprise have on her speed?—A. Retard it about two or two and a half knots per hour.

Q. Leaving off the bilge-keels, could you have built the machinery in the yard to give her a greater rate of speed; and how much per hour?—A. Yes, sir; we could; as much as fifteen knots per hour.

Q. Was the Essex, built by the Government, constructed with bilge-keels?—A. No, sir.

Q. With the machinery in the Essex, what will be her speed, in your opinion?—A. Her maximum speed, I think, will be twelve knots.

Mr. WILSON. (Answer to question 3.) I don't believe that the Enterprise will make more than eight knots per hour.

Mr. HICHBORN. (Answer to question 3.) I think she will make between eight and nine knots per hour.

KITTERY, ME., *March* 16, 1876.

Commander SULLIVAN DORR AMES sworn and examined.

By the CHAIRMAN.

Question. We want to ask you if you have any suggestions, as head of your departments, to make to our committee touching any abuses that you know in the Navy, or anything that is calculated to be for the efficiency of the Navy.—A. In my departments, sir, I know of nothing. I am perfectly green as to navy-yards; I have been here only three months. There are no abuses either in the ordnance or navigation departments at this yard. I have both of those departments. There cannot be, because the expenses of both of them are not

over $500 a month, employés and all, and few stores are bought: almost everything come from Washington. I think the whole amount of open purchases we have made in navigation for the past four years does not amount to $400. We are all supplied from Washington I think there is only one thing that any ordnance officer feels it necessary to suggest, and that is the necessity of rifled ordnance for the Navy, or the necessity, in other words, of keeping up with the day.

Q. Are you thoroughly acquainted with the engine business? Do you understand this contest between the "compound engine" and the "simple engine?"—A. Not technically, because the engineers are not agreed upon it themselves. The question, as I understand it, is between the economy of the "compound" over the other; in other words, that a man-of-war may get more miles with the same amount of coal with the "compound engine" at same speed than she can with the ordinary engine. Personally, without having any technical knowledge, I do not have the slightest faith in the new style of engine. I think it is an addition of complication, without the slightest advantage in economy. That which would be economy in a merchant-ship, plying across the ocean every eight or nine days at full speed, has not the slightest application to a man-of-war, which during a whole year might not be three weeks under steam. A Navy vessel does some sailing without steam, and lies by in port a good while. "A man-of-war," as has been said, "is never perfectly useless to the country except when she is at sea. The instant she gets at sea she is cut off from communication with the world." Of course that is not altogether so; but it is partially so. The great trouble with our engine department is that we are substituting, apparently, a number of high-pressure small boilers for the old-fashioned low-pressure boiler. In other words, we put into vessels ten or more powder-magazines, any one of which blowing up will blow up the whole thing; whereas, with the ordinary low-pressure boiler, such a disaster would only result in the death or wounding of a few people, but could not endanger the ship to any great extent. In other words it is the difference between 25 pounds of pressure and 70; and I think that this substitution is a very hazardous experiment in case of war. What may be useful under 20 inches of armor may not be useful under 8 inches of wood. The English have not adopted the compound engine without experiment. I don't know how deep they are going into it, but they are experimenting a great deal, and have also been trying it in the merchant service for some time. I have heard our engineers greatly differ on these subjects.

Q. You would not think that experiment had gone so far as to justify the Government in destroying all the old engines?—A. O, no, sir. They tell me that an engine was broken up in this yard which cost $300,000, which was sold at half a cent a pound as old iron. I should say that it might have been sold for more money. And the boilers which are being broken up here I think are all good boilers. I would rather have them in my ship than the new boilers. I would rather have 25 pounds pressure than 70, if I am not to be protected by armor. I think that would be the reasoning of any man that has ever been in war. I think it is best not to have the magazine at the front.

Q. Now what do they do with your old guns and anchors?—A. The anchors belong to equipment. Navigation is a very small department, and simply has charge of nautical instruments, stationery, flags, lights, books, &c.

Q. These anchors are all made here for vessels that have been built here?—A. Anchors are made at Washington. When a vessel comes from sea her anchors are put in the park here and examined to see if they are cracked or broken. They are sent out in other ships as long as they are useful.

Q. They never sell those?—A. No, sir; never while they are serviceable.

Q. How is it with guns?—A. With guns, since I have been here, none have been sold. If we sell guns, it is after they have passed through their number of fires and are not useful. That has been done since the war. It will probably come to you in my report.

Q. Do you know of any material having been sold from the yard in your department?—A. There has been a good deal sold from the ordnance, quite a large amount, that is, comparatively speaking. I will have that report, of course, made. The sales are old ammunition and old-pattern arms condemned and not used any more in the service.

Q. How do you sell those?—A. I think they are sold by the bureau, by advertisement; and we were notified as to what had been sold from our yard. I don't think there has been any sale here. I shipped the last lot about a month or two ago.

Q. How large was it?—A. I don't recollect the amount of it. It was all packed before I arrived, I have got, of course, all the papers about it, and I shipped it to the address ordered. It had already been sold; but it was stuff that was of no value.

Q. Do you know what the price of it was?—A. Yes, sir; the papers in my office will show what it was sold for. The paymaster showed me a receipt for some carbines sold for 60 cents apiece, sent away from here. They are probably worth more than that, but you cannot get it. You are subject to a "ring" in selling arms. If you put up old arms for sale you have no competition. In any sale of old arms you are subject to the bids of a very few people.

Q. Have you been stationed on other yards?—A. Only at Boston, for six months in 1869–70, and at the Naval Academy for three years. I have been at sea for over ten years of my service, and have not been at shore-stations, except the Naval Academy, a great deal. In fact, we younger officers do not have a chance to be much at navy-yards.

KITTERY, ME., *March* 16, 1876.

Mr. ——— PUTNAM sworn and examined.

By the CHAIRMAN:

Question. Have you at any time been purchasing paymaster here?—Answer. Yes, sir.

Q. What is your office now?—A. Paymaster of the yard.

Q. When were you purchasing paymaster here?—A. It was four years ago this July that I left the office there.

Q. Well, now, how would you manage, as purchasing paymaster, about obtaining supplies? Would you get some of them by advertisement, make the estimate, and some of them be bought by advertisement?—A. Yes, sir.

Q. After that would some be bought by open purchase?—A. Yes, sir.

Q. How would that happen?—A. When there would not be enough by advertisement.

Q. Then they would send on a requisition here for more supplies?—A. Yes, sir; sometimes they would say that the supply was for immediate use, and they would not advertise. It was the bureau at Washington.

Q. Would you be left to negotiate the prices and everything to the best advantage?—A. Yes, sir.

Q. Were the prices or not fixed at any time by the bureau at Washington—what you would have to pay?—A. No, sir; the estimates would be put on the requisitions here.

Q. Didn't Mr. Hanscom sometimes fix the prices that you were to give for articles?—A. No, sir.

Q. Were the prices fixed by Constructor Hanscom for lumber delivered by Trickey & Jewett at any time?—A. No, sir; I think not.

Q. How did the prices paid Messrs. Trickey & Jewett for lumber compare with the prices in the market here at Portsmouth?—A. Well, we generally tried to get them at market-rates. The paymaster would ascertain as near as he could. The paymaster would be likely to be cheated as well as anybody else in business transactions. Sometimes I think I purchased articles lower than the market-rates, and sometimes perhaps it went higher.

Q. In no instance, then, were the prices fixed on anything that you purchased, by the bureau at Washington—by Mr. Hanscom?—A. No, sir.

By Mr. JONES:

Q. I would ask you: while you were here was the most of the material bought by open purchase or by contract?—A. Well, sir, I could not hardly tell you that. I think there was a great deal of contract material; but I remember an instance in Yards and Docks where Admiral Rodgers used to find that he used to buy his coal by contract in the summer time, and the contractors would not furnish it; and in the winter season they would be without coal here, and the paymaster would have to buy the coal. There would be no coal in the yard here; and I think that bureau came to the conclusion that it would be better to buy the coal here right on the yard. I think I purchased from Mr. Walker at one time quite a quantity of coal for Yards and Docks.

Q. In your office, the last of the bills that came to you was for timber and materials that you bought by open purchase, and by orders from the bureau, was it not?—A. Yes, sir.

Q. Do you know, with regard to that proportion that was paid by you, whether they were materials furnished that were bought by irregular bidding or by the chiefs of the different bureaus?—A. Well, sir, I would not know anything about the contract except for the bills.

Q. You would not know whether it came by order from the chiefs of the different bureaus, or whether it was done by a bid to furnish?—A. I could not tell about that. If the bureau bought, I would not know whether it was a contract or whether it was bought right out.

Q. If the bureau bought, it would come through your office, would it not?—A. Yes, sir; it might and might not. If he bought of a merchant in New York, he might say, "I would rather have these bills payable in New York, by the paymaster there."

By the CHAIRMAN:

Q. Do you know of any abuses committed in the navy-yard here?—A. No, sir; not of my personal knowledge, I do not; I have only been here four or five months.

Q. Do you know of persons being employed here from political considerations rather than for the benefit of the service?—A. No, sir; I have none in my office. That is all that I can say.

Q. Do you know of any assessments made on either employés or officers of the Government here for political purposes?—A. No, sir.

Q. Do you know whether the Department at Washington orders an extra amount of labor to be employed just before pending elections in Maine or New Hampshire?—A. No, sir; I do not. There was a large force on this summer, but they were at work on the Marion, to get her to sea. After they got her to sea, they discharged them.

Q. Do you know of any officer or employé of the navy-yard who has been given any consideration in money or property, or the representative of either, by any person, for the deriving of a benefit from the Government for such person?—A. No, sir.

Q. Do you know any contractor who has given any consideration in money or property, or the representative of either, to any officer of the Government by way of influencing contracts or obtaining benefits from the Government, or anything of that kind?—A. No, sir.

Q. Do you know any person connected with the Government who has been given any consideration in money, property, or the representative of either, for the obtaining of benefits from the Government?—A. No, sir.

Q. Do you know of any fraudulent or improper removal of any Government property from the Government yard?—A. No, sir; I do not.

KITTERY, ME., *March* 16, 1876

——— LOCKE sworn and examined.

By the CHAIRMAN:

Question. You are a timber-inspector?—Answer. Yes, sir.

Q. How long have you been acting in that capacity?—A. I think since July, 1870; previous to that, deputy inspector.

Q. Through whose influence and recommendation were you appointed timber-inspector?—A. As timber-inspector, by the assistance of Mr. Cragin; as deputy, in 1864, by the late Admiral Pierson, commandant of the yard at that time.

Q. Have any parties ever paid you any money for passing their material in the yard?—A. No, sir.

Q. Do you know whether the Ida Lewis ever put any timber on the yard?—A. Yes, sir.

Q. Who were the contractors?—A. Mr. Bigelow.

Q. Do you know how much timber?—A. No, sir.

Q. What was the quality?—A. To my recollection, it was first quality.

Q. Was it live-oak knees?—A. It was live-oak timber.

Q. Was it the best quality of live-oak?—A. As far as my memory serves me.

Q. Where is that now? Is it in the wet basin?—A. Well, I think some of it has been used in the construction of the Marion and the Enterprise and other vessels.

Q. Did any party ever offer to pay you any money to increase the amount of lumber that their vessel actually carried?—A. No, sir.

Q. No one ever offered to pay you anything?—A. No, sir.

Q. Nor ever did pay you anything?—A. No, sir.

Q. Do you know how much live-oak timber has been received in this yard for the last three years?—A. I do not.

Q. Do you know what is the average price that has been paid for it by the Government?—A. I don't know as I can recollect.

Q. Do you know whether Messrs. Trickey & Jewett furnished one hundred thousand feet of pine lumber on requisition about October 28, 1874, and at what price?—A. I can't remember now, sir.

Q. Was not that rather an unusual amount to come on the yard at one time?—A. Yes, sir; an unusual amount.

Q. Would you not have recollected it if it had taken place?—A. I should think I should.

Q. It was not all received at one time probably?—A. No, sir; I don't remember that.

Q. You remember such an amount of lumber at one time?—A. No, sir.

Q. Would you not have remembered it if you had received it?—A. I should think I should.

Q. The books will show?—A. Yes, sir.

Q. Do you know by what authority that lumber was received—whether you were ordered to receive it from Washington?—A. I don't recollect.

Q. Suppose that fact existed—that there was one hundred thousand feet received—whose books would show it?—A. The books in the constructor's office would show it.

By Mr. JONES:

Q. When did that lumber come in?—A. I don't remember of seeing it.

Q. You did not keep any memorandum-book or anything of that kind?—A. O, yes, sir; I keep memorandum-books and all the entries. But I understood you to inquire about the authority, &c.

Q. Do you know anything about the price of that or any other lumber?—A. No, sir. There was no price ever fixed with me.

Q. You don't know anything about what the quality was?—A. That particular lot I don't remember anything about.

Q. Could you tell what particular proportion of that lot, or any other, was first, second, or third class?—A. No, sir; I cannot tell that.

Q. Do you know whether the Government knees, live-oak, delivered by Trickey & Jewett, have been in accordance with Government regulations?—A. Well, sir, if I understand the question, they have as a whole. There have been rejections, of course—material rejected and taken away.

Q. How long have you been on the yard, did you say?—A. I was a deputy inspector appointed in 1864, the 29th of June.

Q. I understood you to say that you had books showing all the timber that you had received from different parties?—A. Yes, sir.

Q. And the qualities?—A. Yes, sir.

Q. Do you know when the different contractors have delivered timber here on account of their contract with the Government?—A. Only by the record.

Q Of course you are notified how much you are to take; you are notified that there are certain lots coming in different schooners?—A. Yes, sir; when there is a contract.

Q. Do you know whether there has been more timber sent here by those contractors than what the actual bid was for, or not?—A. Well, I do not.

Q. I mean, providing I bid for 25,000 feet of timber, do you know whether, if I should send 50,000 feet or 75,000 feet, it would be taken?—A. I think there has been cases where there has been an excess.

Q. Have there not been cases where there has been a large excess?—A. I think there have.

Q. What have you done with it?—A. It has been landed in the yards.

Q. Whom do you receive your orders from?—A. Through the constructor.

Q. I understand you to say that there has been a large excess of timber delivered here beyond the orders to the parties who have delivered it?—A. I cannot say large excesses.

Q. Do you know whether there have been cargoes of timber delivered to this yard that have not been sold by the Government?—A. Yes, sir; there have been cases where it has been landed here and has not been sold. I could not say how many.

Q. Who delivered it?—A. I think there has been some delivered by Mr. Swift. I don't know of any one else. I am not certain about that exactly; but it was by Mr. Swift.

Q. Has not that timber been afterward used by the Government? Has any of that timber ever been taken away that has been delivered here that has not been contracted for?—A. Not to my knowledge. It has not been received. There is one lot here that has not been received.

Q. The balance of it has been received and used, has it not?—A. No, sir; it has not been received.

Q. Of that that has come here without being ordered or bought by contract, there has not any been received, you say?—A. Not that I know of.

Q. Do you know of any that has been taken away?—A. No, sir.

Q. You say you know of a lot of it that has been received?—A. It has been landed on the yard. It is here on the yard now.

Q. How many cargoes are there here?—A. I don't know how many. There are a small number; two or three, perhaps.

Q. Have you two or three cargoes here on the yard now?—A. I guess there are. I don't know the number; three or four cargoes, for aught I know.

Q. Was it measured? Have ever you surveyed that timber?—A. It was all measured as it came out of the vessel. It has to be measured as it comes out of the vessel.

Q. Do your books show that fact?—A. The memorandum shows it.

Q. You can get from your books an accurate answer to that question?—A. Yes, sir.

Mr. JONES. We want your books.

By Mr. BURLEIGH:

Q. Have you any knowledge of any cargoes of timber being brought here previous to orders, and received, where negotiations have been carried on at Washington to get a permit to have them received after lying here several days, and where the same cargoes have been received by orders from Washington?—A. If I understand that question fully, I should think that was the case.

Q. I mean cargoes of timber brought here and not landed until after negotiations had been had at Washington, and after negotiations had been perfected they were allowed to be landed and received by you?—A. Yes, sir; it was landed after negotiations.

Q. How many cargoes have laid here in that way, where there was detention on the vessels until you could find out from Washington whether they were received or not?—A. Well, I don't know how many there were.

Q. Should you say there had been several?—A. This is entirely from memory, of course. I cannot say whether this permission was given for this timber to be landed before they came to the yard or not.

Q. I asked you whether there were orders to receive it, and it was not received until negotiations had been carried on at Washington, and after a time orders came here to receive it, and the vessels lay here under detention several days?—A. Yes, sir; that is my impression; that, I believe, to be the fact.

Q. How many cases of that kind?—A. There was one in particular. I cannot recollect the vessel's name. It was one with this lot of live-oak timber. It lay here some little time.

Q. I refer now to timber afterward landed and used on the yard—not timber that lies here now.—A. Well, I don't know but there was one lot.

Q. What was that?—A. That was a lot of live-oak timber. She lay here some little time.

Q. How long was it?—A. Well, she must have laid here a few weeks. I don't know exactly the time.

Q. Afterward that timber was landed and used?—A. Well, portions of it were used, and portions of it rejected.

Q. It belongs to the Government?—A. Yes, sir.

Q. How large a proportion of it was rejected?—A. Well, I can't remember the amount.

Q. What became of the rejected portion?—A. It is piled up and lies out by the basins there.

Q. Don't you know of a portion of a cargo of knees brought around here that it was said by the commodore there was no use for, and negotiations were carried on without landing them for some time?—A. Yes, sir; there was a lot. I don't know what the commodore remarked about it.

Q. You know they lay here for some time and afterward were received?—A. Yes, sir.

Q. Do you know about those knees?—A. Yes, sir.

Q. What do you know about them? Tell the committee as to their quality, and whether they were desirable.—A. They were not up to the standard.

Q. Did you ever hear that they were condemned in some other yard?—A. No, sir; I never heard that they were condemned in any other yard, that I remember of.

Q. Was it not common rumor on the yard?—A. If it was it did not come to my ears.

Q. Of what quality were they?—A. Th y were not up to the standard. This lot was white oak.

Q. Don't you know of a lot of hackmatack knees brought here in some similar way?—A. Yes, sir: there was a small lot of hackmatack.

Q. Was there not trouble about them, and did not they lay here until there were negotiations at Washington?—A. Yes, sir; there was a lot of hackmatack and white oak.

Q. Now, just tax your memory for something else besides one cargo of white-oak timber, which lay here several days before being landed.—A. This lot of knees that I speak of, the oak and hackmatack, were different cargoes.

Q. Now, you have not stated in regard to quality, and whether they were desirable for the use of the navy-yard.—A. I myself personally rejected a large portion of them. I did not receive them myself, and then there were negotiations pending, and they were bought at what they were supposed to be worth.

Q. How do you know that?—A. That was the understanding. That was the order, if I understood it.

Q. Do you know what the supposed price was?—A. I have forgotten now.

Q. You did know the price?—A. Yes, sir.

Q. Do you think they paid a full price for them?—A. No, sir; they did not. They were not up to the standard, and they bought them at a reduced price.

Q. Did they get them at a very reduced price, according to their quality?—A. Well, it was so intended.

Q. Who sent those knees here?—A. Mr. John Trickey sent the white-oak knees.

Q. Who sent the hackmatack?—A. It was the same. Jewett and Trickey were in company at the time.

Q. Can't you think of any other cargo that lay here until there came an order from the Department?—A. I don't know that I can at this time.

Q. Don't you know that the live-oak that has been used to put in the dock was in the same condition that those cargoes were—*i. e.*, that they lay here for some time before the commandant would receive them?—A. Not of the live oak, sir.

Q. The only cargoes of live-oak that have come here that have been put in the dock were cargoes that were at once landed as soon as they came, and were inspected by you?—A. Yes, sir.

Q. Was it in every instance?—A. Yes, sir; as they were landed they were inspected.

Q. I don't want to know about what is in the yard now, but about a cargo or cargoes of live-oak that came here, and there was a question about receiving them, and after a while were received and taken care of by the Government.—A. No, sir; I don't recollect anything of that kind.

Q. Every cargo of live-oak that there has been any question about is here on the yard now, and not been accepted by the Government?—A. Yes, sir; that is it, as far as I remember.

By Mr. JONES:

Q. You know that since the time in 1864 that you have been here as timber-inspector whether there has not been a number of cargoes of timber sent here to this yard, alongside of your wharf, which were not contracted for, and which have laid here a number of days until orders have come from the Department at Washington to receive them?—A. Well, I can't say.

Q. Will your books show you that? You must have a very short memory if you cannot tell whether there has only been one cargo or whether there have been five, six, seven, or eight.—A. These three are all that have ever laid waiting for orders from Washington to land.

Q. Those three you inspected when they were landed, didn't you?—A. Yes, sir; we have to do that in order to keep our business agoing.

Q. Now, these three cargoes have been used by the Government since that time, have they not?—A. One of them has not been touched. That is the cargo of live-oak of Mr. Swift's that lay over there. That never has been touched. There have possibly a few pieces of the other been used—of the white oak. I mean the projecting pieces. There were three cargoes that lay awaiting permission to land.

Q. Did the Government purchase them before they gave permission to use them?—A. Yes, sir.

Q. I understand that you say that none of the live-oak that there was any question about has been used?—A. Yes, sir; that is it.

Q. But the three cargoes—one of live-oak, and one of hackmatack, and the other of white-oak knees—those have been used, or portions of them, by the Government?—A. Yes, sir; portions of all three of those cargoes are rejected, and now lie here rejected.

Q. How much, should you say, of each cargo was rejected?—A. Perhaps fifty or sixty of the white oak, and perhaps thirty of the hackmatack, and of the white-oak timber, (the others are promiscuous;) in round numbers perhaps two or three thousand feet.

Q. Who owns this rejected property to-day?—A. It it either the firm of Trickey & Jewett, or else they are separated, and it is one of them. To my knowledge and belief, the Government does not own it at the present day. I think part of that was rejected.

Q. How long since those hackmatack knees have been here?—A. Well, since some time last summer.

Q. Don't you remember further about it—about a cargo of hackmatack knees coming here four or five years ago, under the same circumstances?—A. I don't.

Q. Not of white-oak knees?—A. I do not. I don't remember about any, four or five years ago.

Q. Nor cargoes of timber previous to last year?—A. No, sir; I don't remember it.

Q. All this timber came previous to last year?—A. Yes, sir.

Q. You don't know of anything coming here previous to last year but what was really contracted for by the Government?—A. Not that I can remember of.

By the CHAIRMAN:

Q. In all these cases, where timber is brought here and landed, where it has not been purchased, the Government always subsequently takes it and uses it, does it not? Has any of it been removed by private parties before it has been purchased by the Government?—A. All of the rejected material——

Q. [Interrupting.] Here is now a cargo of live-oak that belongs to Mr. Swift; that is lying here to be used by the Government some time, is it not?—A. Our rules are—and they are carried out rigidly— never to cut a stick unless it belongs to the Government.

Q. But the Government always does purchase, in some way or other, all the lumber landed on the yard?—A. No, sir.

Q. Does it send any of it away?—A. Yes, sir; it does. At one time I remember their sending away at least one full cargo and rejecting some of the others.

Q. How long has this live-oak been lying here?—A. It will be twelve months next summer.

Q. Is it under any sort of cover?—A. No, sir; it is in the wet basin.

Q. Is it in with the Government timber?—A. Yes, sir.

Q. It cannot be distinguished from it?—A. Yes, sir; I could tell every piece of it, and I have it registered and marked in such a way that I can tell it.

Q. Does the Government permit the wet basins built here for the Government to be used for the preservation of timber for private individuals? Were you authorized to put that lumber in the wet basin as well as put it in the yard?—A. I don't know where that order came from.

Q. You were ordered to it put in the wet basin?—A. I was not ordered in the premises. It was hauled up there and put in there.

Q. What is the value of that cargo?—A. Really, I could not say.

Q. Will your books show just what there was in that cargo, and what kind it was, and what quality?—A. Yes, sir.

Q. Do you know that it is Mr. Swift's property to-day?—A. Well, sir, to the best of my knowledge and belief, it is.

Q. Is it not an unusual circumstance for the Government to take care of other people's property in this way? Has that ever been done before with a cargo of live-oak timber? Have you ever put any other cargoes in the basin received in the same way?—A. No, sir; not that I remember of. There has been a good deal of business, and I have had to look after the delivery as well as the receipt. I have had an assistant deliver it when it was used.

Q. How much more will that lumber be worth in the course of the next two years than it is now, if kept in the wet basin?—A. I have not thought of that before.

Q. It is worth more, is it not?—A. Well, sir, it is seasoned; it is curing.

Q. Live-oak that has been in the wet basin three years is of more value than live-oak fresh from the mill, is it not?—A. Yes, sir.

Q. How much more?—A. I don't know as I ever thought of it before.

Q. Don't you know how much difference the Government makes in purchasing green timber and seasoned timber? What would be the difference provided the Government wanted it for immediate use?—A. My impression is that it is worth a good deal more if it has been in the dock and cured; what per cent. I cannot say.

Q. It would be quite as much as the interest upon the value of the timber, would it not?—A. I should say that it would. It is for the interest of the owner to get it seasoned.

Q. Would it be for the interest of the Government to keep the plank and season it, and then pay the contractor a higher price for it after it was seasoned?—A. No, sir; I don't think it would.

By Mr. BURLEIGH:

Q. Can you tell when the first cargo came here that you have been receiving lately from Mr. Swift, or any other parties, and when the first of that timber was put in the wet dock; that is, can you tell how long any of that timber lay here out of the dock on the yard?—A. I cannot give the exact dates from memory. There was some of it that lay exposed some little time.

Q. How much?—A. I should say there was for some two months a suspension of the force, and there was not force enough to take care of it.

Q. Didn't it lie here more than a year?—A. Possibly. I am not quite certain that it lay more than a year, that which lay the longest. When we resumed we took that which lay the longest and handled it over.

Q. Was not that oak that had been piled up a year received in the same condition that Mr. Swift's was?—A. No, sir; I don't think it was.

Q. You never have understood it so, have you?—A. No, sir; I never have understood it so. That is the only lot landed in that way; that for Mr. Swift.

Q. Since you have been inspector here has there not been a great deal of rejected timber that afterwards you have had orders to receive at a less price?—A. No, sir; not a great deal. There have been cases where some of it has been received.

By the CHAIRMAN:

Q. You say you are here in charge of timber, and timber-inspec'or; when they were building the hull of the Enterprise did you ever charge any timber or lumber to the Enterprise that was not furnished to it?—A. No, sir.

Q. Did you ever overcharge any lumber; that is, if you furnished 10 feet, charged 20?—A. No, sir.

Q. You made no overcharge?—A. No, sir.

Q. You simply charged for timber delivered to that vessel?—A. Yes, sir.

Q. The same as you did to the Essex?—A. Yes, sir.

Q. If the timber was larger or longer and was cut for the Enterprise, would you charge the whole of the stick to the Enterprise that they cut it from?—A. I carried out the rules of the yard in that respect. The rules are, if a stick is cut to charge to the object.

Q. Was there any considerable timber cut in that way for the Enterprise that they did not use the whole of it?—A. Well, I can't remember that there was.

Q. Did or did not the Enterprise have as good as there was on the yard?—A. They did.

Q. Did they have the best, or of the best?—A. They fared the same as the rest, to the best of my knowledge and belief.

Q. Provided they sent for timber both at the same time, which did you give the preference to?—A. Well, I had assistants enough to attend to both as a general thing.

KITTERY, ME., *March* 16, 1876.

Mr. ——— JEWETT sworn and examined.

By the CHAIRMAN:

Question. You have been contractor with the Government to deliver timber for some time?—Answer. Yes, sir.

Q. How long have you been contractor?—A. Fourteen or fifteen years.

Q. How do you obtain your contracts—by bid, or by open contract with the Government?—A. Both ways.

Q. Which do you supply the most by—by the open purchase, or by the bid?—A. Well, during the war the great bulk of it was by open purchase.

Q. How is it now, since the war?—A. I should think, by contract; I don't know.

Q. What sort of timber have you been furnishing?—A. Oak timber chiefly; or lumber generally.

Q. Is it white oak, or do you furnish some live-oak too?—A. No, sir; I never have anything to do with live-oak.

Q. You supply pine, also?—A. Yes, sir.

Q. What do they give you for white pine, what for lumber, and what for timber?—A.

Well, white-pine lumber is in numbers of one, two, and three; No. 1 white-pine lumber is worth $75 to $80 or $90, has been at various different years; No. 2 is worth $60 to $75. This is dry, seasoned lumber.

Q. That is in the stock, uncut, is it?—A. No, sir; it is manufactured.

Q. How much is it?—A. No. 1 ranges from $70 to $90; No. 2, perhaps ten or fifteen dollars less than No. 1. There is very little difference in No. 1 and No. 2. No. 3 is a coarse lumber, such as we produce in our country.

Q. What is about the current price for lumber outside of the yard?—A. Well, I am giving you the market price here; you have to have some margin for profit.

Q. How much do you give for it?—A. That depends upon circumstances. We buy it as well as we can, and sell it as well as we can.

Q. What would lumber cost you, such as you would sell at $70 a thousand?—A. Well, we ought to get $5 or $10 a thousand on it.

Q. Do you know of any person who has given any consideration in money or property, or the representative of either, to any officer of the Government, by way of influencing contracts, or anything of that kind?—A. I do not, sir.

Q. Do you know any person who has been given any commission or portion of the profit to assist in procuring contracts?—A. I do not, sir. I certainly have never done it myself.

Q. Do you know whether in a certain suit at Boston, in which you and your partner were parties, the books of your concern showed that there was a thousand dollars paid by you to Isaiah Hanscom?—A. No, sir.

Q. Did you ever pay him any money?—A. No, sir.

Q. You never gave him any interest in any contract that you had with the Government?—A. No, sir.

Q. Your books do not show anything of that sort?—A. No, sir; not to my knowledge.

Q. Who has kept the books of your concern?—A. Mr. Moses Paul, I should think, was the bookkeeper for four or five years past.

Q. Do you know of any outstanding liabilities of the Government to naval contractors now?—A. Well, nothing to me.

Q. Do you know of anything to any other contractor?—A. No, sir; I don't know of it.

Q. Have you heard any other contractor say that the Government was indebted to him or that he had any claims upon the Government for any supplies furnished?—A. No, sir. I don't know but Mr. Trickey may have. I have not been partner with Mr. Trickey but for a year and a half. The Government, I believe, owe me nothing.

Q. Do you know anything about any of these bureaus, when they get out of funds, carrying an account forward from one year to another, and getting the funds out of the appropriation for the ensuing year?—A. I think I may have had an instance of that sort.

Q. In that case would they change the dates of the account?—A. I think so. I think I have had bills remade.

Q. Have they done anything of that sort lately, do you remember?—A. My impression is, that it may have been done last year. I don't know of any other instance, but there may have been other instances.

Q. Has there been any instance this year?—A. No, sir.

Q. They still pay you for what they get now?—A. Very little, if anything.

Q. I understand you to say that they do not owe you anything?—A. There may be a bill of a hundred or two hundred dollars.

Q. Do you know of any naval contractor being paid out of any proceeds of the sale of the Philadelphia navy-yard?—A. No, sir.

Q. You know nothing on that subject?—A. No, sir.

Q. Did you state what you had delivered the timber for to the Government? I want to get just the prices. Now commence with the timber, and state the different grades, and what they give you.—A. I could not state definitely. You ask me the price of certain lumber ranging at different periods. The same thing will vary at different periods. No. 1 lumber I think I have sold at $75 to $90. No. 2 lumber I should think at $60 to $75. I don't know. There may have been some cases of $80. No. 3 lumber I have sold as low as $25 and I have got perhaps as high as $35 or $30 for it.

Q. Does not the size and length have something to do with it?—A. Yes, sir; very much. That applies to timber. Speaking now of dry lumber, there are specific lengths of dimension-stuff that alter the prices very much. For instance, timber twenty-five, thirty, and forty feet long would be worth very much more than ordinary lengths of the same quality of timber.

By Mr. JONES:

Q. Do I understand you that this lumber that ranges from $25 to $90 a thousand is dry lumber? Is it boards and plank?—A. Yes, sir; various thicknesses, running from one inch to four or five inches thick. The highest grade is western lumber.

Q. Would it be promiscuous stuff?—A. Yes, sir. And then there is another class of timber, specific sticks of long lengths, that is not at all governed by that price. No. 1 lumber is clear lumber; No. 2 is subject to knots within four or five feet of each other; No. 3 is our merchantable country boards that we saw about the country here. Nos. 2 and 3 is western lumber.

›n there have been any bids for that lumber has there been any combination by
s here in Portsmouth with you?—A. No, sir.
e are no outside parties in the lumber business here who have had a commission
. O no, sir; I have had nothing to do with anybody else.
you tell us whether there are combinations between the contractors to stifle com-
whether, whenever there are contracts to be let out, a number of them get together
d otherwise bid against each other?—A. No, sir. We all try to take care of our-
all those things. We don't mean to do anything very wicked about it, however.
usiness, and I generally try to take care of my business pretty well.
r do you account for it that you have been contractor so long, when it depended
:hances about making the lowest bids?—A. I will take what your colleague, Mr.
d about me when I first came in here, as affording an answer to that question, viz:
ıtty clever fellow. I think I have done the business here to the satisfaction of
on in the yard. I don't think there is a man, from the commandant to the menial
ut what would do me a favor at any time. I try to take pretty good care to make
reasonable. There is a pretty uniform price for our commodity.
can you tell us about what proportion of the contracts that you have had since
ɔu have obtained by the annual letting?—A. I have never attempted any contracts
except for the Kittery yard.
r many contracts have you got by regular course of annual letting?—A. I guess I
the majority of them usually.
e you supplied any lumber or timber here at the yard by contract with Mr. Hans-
ırties at Washington, without its having been advertised for or demanded?—A. I
ıad any contracts with him.
r contracts have been through the regular channels?—A. Yes, sir.
ɔm would that come through?—A. Through the purchasing-paymaster. A requi-
ıade for the article, and that is sent to the purchasing-paymaster.
t is by the open purchase?—A. Yes, sir.
ɜn it is not by the open purchase, then they let it out?—A. That is done at the an-
ıg in Washington once a year.
you bid at those?—A. Yes, sir.
n when those are exhausted, the balance is by open purchase, and then you make
with the paymaster?—A. Yes, sir.
r, you think it is over half of the contracts that you get by the bidding at Wash-
he annual letting?—A. I should think so, since the war.
ı talking about since the war. When you have made your bids at the annual
ıve you ever known that the Government would require at this station any more
e year than your annual bid was?—A. No, sir; never. And if I did, years ago,
: war, perhaps, or in the early stages of the war, I think there was a rule of this
the successful bidder at the annual lettings was supposed to have the privilege of
g any balance that might be wanted, at the same rate. That used to be the rule
ad anything to do with it.
t not the rule now?—A. No, sir; I don't understand it so.
vided at the annual letting you should make a bid of ten or twenty thousand dol-
certain kind of lumber, have you not been in the habit of putting more than that
yard and letting it lie here, or of a lower grade, for which you thought there would
ɜn purchase?—A. No, sir. We have sometimes had a surplus. It has come by
and there has been a surplus. They are not authorized to receive above 5 or 10
above the contract. I have sometimes had a surplus of a small amount, and fre-
ıad a small surplus of some kind of timber upon the yard.
you have to get an order from the chief to have it delivered—to have it delivered
n your contract?—A. If the excess did not exceed 5 or 10 per cent., the constructor
ld take the liberty of receiving it.
ve there not been times when you have had a good deal more than that excess,
u have had an order from the chief to let you deliver it in the yard?—A. There
e been such instances; but I don't recollect of any.
e never paid Mr. Adams any per cent. for commissions?—A. No, sir. I think some
may have had an account with Mr. Adams out of some special contract. I don't
at I ever gave him a commission for anything. I don't think I did.
ɔu said that you fellows calculated to take care of yourselves. Has there not been
ırstanding, when you bid, for these open purchases?—A. There may have been in
stances. I don't remember, however, of the instances.
Whoever got the contract, have not the rest had a share in the profit?—A. No, sir; I
collect any instance of that kind. No, sir; I should say not. It might be that I
ave done Mr. Adams some service, in return for service he might have rendered me.
to his having an interest in the thing, I don't think there ever could be a case of
rt.
t these annual lettings they always let to lowest bidders?—A. Yes, sir.
ɔu have got contracts for the last ten or fifteen years?—A. No, sir; I got more or
them. There might be a dozen or twenty classes, and I get one or two or three
. Here is a class of oak timber, and a class of pine timber, and a class of oak plank.

Q. The class you bid on, don't you get?—A. I bid on all of them, and lose some of them, and some of them I get.

Q. You don't lose on all you bid on?—A. No, sir; not by any means.

Q. Did you or Mr. Trickey furnish the frame for the Tallapoosa, at the yard?—A. I think Mr. Trickey had an order for some timber, and I was interested there with him.

Q. Did you and Mr. Trickey furnish any of the timber that built that vessel at Baltimore?—A. No, sir.

Q. Do you know who did furnish that?—A. No, sir: I do not.

Q. Do you know how that timber was bought?—A. I don't know anything about it.

Q. Do you know anything about the improper removal of any Government property from the navy-yard by anybody?—A. No, sir.

Q. Now in regard to the timber-inspector here. How long has he been timber-inspector here?—A. Well, I shall say seven or eight years. In the beginning of the war, in 1861, Mr. Bennett was timber-inspector, and I think Mr. Lockie sometime, said to be an assistant of his.

Q. Who got Mr. Lockie's appointment?—A. I don't know; I have always understood that he was a member of the legislature at the time of Mr. Cragin's re-election, and the probability is that it was through his influence. All I know is that he is a very good fellow.

Q. Right in the same line, do you know whether Dr. Wentworth, who holds some position in your State here, is, or not, general inspector here?—A. He was. I understood that he resigned some months ago.

Q. He was two or three months ago?—A. Yes, sir.

Q. How long did he serve?—A. Two or three years.

Q. At the same time that he was inspector here, was he a member of the legislature of Maine?—A. He was a member last winter and the winter before, I should think two winters.

Q. And at the same time was inspector here?—A. I should think he was.

Q. Who procured him his appointment?—A. I have no knowledge about it.

Q. Was there not some Senator elected from Maine, the same as there was from New Hampshire?—A. I should think likely.

Q. Was there not a Senator elected from Maine while the doctor was in the legislature from Maine?—A. I should think there was a Senator elected a year ago.

Q. Was that when he was there?—A. Yes, sir.

Q. What Senator was it?—A. My friend Burlingame knows all about that. It was Mr. Hamlin, I think.

PORTSMOUTH, N. H., *March* 16, 1876.

AMBROSE J. CLARK sworn and examined.

By Mr. BURLEIGH:

Question. What is your position here, sir?—Answer. Purchasing-paymaster.

Q. That is, you pay for all purchases?—A. I do the purchasing.

Q. Under requisitions made from this yard?—A. Yes, sir.

Q. Any other yard?—A. No, sir.

Q. State, if you please, what the form is of the order for purchasing, and the forms through which bills go before you pay them.—A. The department or bureau at the yard make their requisition upon me for stores, and I then purchase them on that requisition.

Q. How do you purchase them?—A. By either sending out for bids, or, where only small amounts are required, buying them in the market, at the lowest price.

Q. What proportion of your purchases is made by bids, and what proportion in the market?—A. If any large amount is wanted, that is, anything over a few hundred dollars, I always send out to the different business men and get their bids, and I give the order for the goods to the lowest bidder.

Q. You do not advertise in the papers?—A. Where the amount is over a thousand dollars, I do.

Q. You advertise that in all cases?—A. I have never had a case of over a thousand dollars since I have been here.

Q. You send out notices to the dealers in the line of goods that you want to purchase, and they send in bids?—A. Certainly. For instance, I get a requisition to-day, and send out an invitation for bids, and give them two or three days, as it happens, to reply, and at the end of that time I give the order for the goods to the man who makes the lowest bid.

Q. Then what becomes of the goods?—A. The bill is sent with the goods by the party who furnishes them, they are inspected by the chief of the department at the yard requiring the goods, and then the bills are made out at the yard and signed by the inspector as having been received, and then they come to me and I certify as to the price.

Q. Does the commandant sign those bills?—A. After they go from me. He is the last one who signs them. The bill is then complete, and the commandant sends it over to me, and I make my requisition on the bureau in Washington, sending a triplicate bill. All bills are made in triplicate. The triplicate bill goes to Washington, and there they examine it;

and, if it is satisfactory, they pass the amount to my credit and inform me that so much is passed by that bureau, and in time I get a check for it, and then the bill is paid.

Q. Are you buying many goods at the present time?—A. No, sir; very few.

Q. Have you bought any goods, for which you have sent on the bills, that you have not received orders to pay?—A. Yes, sir.

Q. To what amount?—A. I should think a thousand dollars would cover them all.

Q. Over what space of time is that?—A. I have one in steam-engineering running back to the 21st of December.

Q. Do you remember what the amount of that bill is?—A. It is about $400, I think.

Q. Is that the largest bill you have unpaid?—A. That is the largest one I have drawn for, yes, sir, in any purchases of mine; and that is not one bill either; that embraces some three or four bills. I get a lot of bills and hold on to them say for a week, and then require for the whole, sending triplicates, and drawing for the whole amount.

Q. Did you expect the money soon when you sent that bill?—A. I calculate to get the money in about ten days.

Q. You expected, when you sent that bill, that it would be paid in ten days?—A. Yes, sir: that is the time we usually allow.

Q. Have you sent other bills since?—A. Yes, sir; I have sent other bills.

Q. Have you received pay for those?—A. Yes, sir; a good many of them; but I have not received or disbursed any money in steam-engineering since the first day of January, this year. A good many bills have gone on.

Q. What other departments have you purchased for?—A. All of them.

Q. What other departments are behind?—A. They are all of them behind. They always are a few days behind. They run from ten to fifteen and twenty days.

Q. Are any of the departments behind over a month, except steam-engineering?—A. I think not.

Q. The rest have been paid up as you expected?—A. Yes, sir. There is one bill under "construction," $1,500, for Mr. Griffiths, the contractor on the Enterprise. That bill was drawn sometime in December, in construction. They have paid everything except that. I have not received the money for that.

Q. Do you remember what that bill was for?—A. It was for work on the Enterprise—not any purchase of mine. It was a bill sent here by the bureau, and I drew for it.

Q. The bills of Mr. Griffiths, previous to that date, were all paid?—A. Yes, sir; about the time this was required for I paid $5,000 on two bills of $2,500 each.

Q. Has Mr. Griffiths had any bills since that time?—A. No, sir; all he is back is $1,500.

Q. And that was the first of December?—A. I think it was in December; I won't be positive about the date.

Q. Those two cover about all that is back—steam-engineering and construction?—A. Yes, sir.

By the CHAIRMAN:

Q. Will your books show the amount you pay on annual lettings?—A. No, sir; they will not.

Q. Will they show the amount of purchases made under orders originating with the constructor at the yard?—A. Yes, sir.

Q. Will you furnish the committee with the amounts paid out under the annual lettings, the amounts originating with the departments at the yard, and the amounts paid on orders from Washington?—A. Yes, sir.

Q. Have any bills, approved for timber or other things in one fiscal year, been ordered to be destroyed and new ones issued by the Department at Washington?—A. That I do not know: I can tell only by the bills that come from the bureau or navy-yard.

Q. You would not know anything about it, except that the new bills would come to you, and you would have to pay them?—A. No, sir. I draw for all my money under the present year.

Q. Can you tell how much of the money appropriated for this year has been expended?—A. Yes, sir; I can give you the moneys I have received and disbursed, and the balance on hand.

Q. The point is, a certain amount of money is appropriated for the year, and we want to know how nearly that is exhausted?—A. All I can give you is what I have received and expended and what I have on hand.

Q. Will you state the amount of money you have paid out from July 1, 1875, to date?—A. Between the 19th day of July, 1875, and the 30th day of September of the same year I received $4,764 to pay bills of the fiscal year ending June 30, 1875, and disbursed the same amount under appropriation of that year. For the fiscal year 1875-'76, I have received $99,505.42, and disbursed $96,605.12; leaving a balance on hand, $2,900.30.

By Mr. BURLEIGH:

Q. Mr. Clark, you were at one time paymaster at New York?—A. Yes, sir.

Q. Purchasing-paymaster?—A. No, sir; paymaster of the receiving-ship Vermont, at the navy-yard there.

Q. What was your clerk's name at that time?—A. Robert D. Bogart.

Q. Will you tell the committee what kind of a man he proved to be?—A. He proved to be a thief.

Q. How much did he steal, that you know of?—A. Twenty-nine thousand and forty-nine dollars and thirty-six cents.

Q. Did you find out that he was a defaulter while he was a clerk with you?—A. No, sir; not until after he ran away.

Q. After he left you, upon an examination of the books you found this deficiency?—A. Yes, sir.

Q. What was done with him?—A. He was tried by court-martial.

Q. You reported him to the Secretary of the Navy?—A. Yes, sir.

Q. And he was arrested?—A. I arrested him myself down in Texas. I went to Texas and arrested him.

Q. At whose instigation did you go to Texas?—A. By order of the Navy Department, and under the authority of a bench-warrant from Judge Benedict, at Brooklyn.

Q. The civil authorities?—A. Yes, sir; I had authority from both.

Q. You arrested him and brought him back?—A. No, sir; I left him there in the hands of the marshal, and he was brought back in the course of a month.

Q. And tried by court-martial?—A. Yes, sir.

Q. Where?—A. At the New York navy-yard.

Q. What was the result of that court-martial?—A. He was convicted and sentenced to the State's prison for three years, but the sentence of the court was set aside by the Secretary of the Navy on a legal point. The point made was that I had appointed another clerk within ten days after he cleared out, and therefore I accepted his resignation, and they could not hold him. That was the excuse given.

By the CHAIRMAN:

Q. Was this man an officer?—A. Yes, sir; he was paymaster's clerk. They are considered officers.

By Mr. BURLEIGH:

Q. You say that was the excuse given?—A. That was the excuse given.

Q. Do you mean to say there was no justice in it?—A. No, sir; there was not. It was reported that the solicitor in the Navy Department received $2,500 to set aside this sentence. This fellow Bogart bragged of paying him $2,500 to set aside the sentence. It was set aside, but whether he was at the bottom of it or not, I don't know.

Q. Did you ever have any conversation with the Secretary of the Navy about it?—A. Yes, sir.

Q. What did he say about it?—A. He said he would like to have it proved that Bolles, the solicitor, received that money.

Q. You told the Secretary that Bolles did receive that amount of money?—A. I told the Secretary that this fellow had said so. I not only told him that, but Judge Catlin, assistant district attorney, told the Secretary, in my presence, so; that this man said he had paid $2,500 to Bolles to set aside the sentence.

Q. Was any action taken by the Secretary in regard to Bolles?—A. No, sir; not that I know of.

Q. Then was Bogart released?—A. He was turned over to the civil authorities, to the United States court, and there he put in a plea that he belonged to the Navy. He was then to be turned over to the Navy, but he ran away, and was arrested a second time.

Q. He ran away from the civil authorities?—A. Yes, sir; Judge Benedict claimed that he belonged to the Navy; the Secretary claimed that he did not. Before Judge Benedict gave his decision, (fearing that Bogart might get clear,) Assistant District-Attorney Catlin and myself went to Washington, and after much trouble got an order from the Secretary of the Navy for his arrest, which was forwarded to the commandant of the navy-yard at New York. Search was made for him, (Bogart,) and he could not be found. Well, the fellow went to San Francisco. A friend telegraphed me from that place that he was there, and I reported this to the Navy Department at Washington, and an order was, I think, issued by Secretary Robeson for his arrest. As soon as I heard that he was there, I teleg aphed my friend to have him watched, so that he could not escape. He was afterward arrested by the United States marshal (or his deputy) at San Francisco, and delivered to the naval authorities at the Mare Island navy-yard, California.

Q. Who authorized the United States marshal to arrest him?—A. I never knew how it was done; I knew it was done. I heard he was arrested and went out there, and he was tried again.

Q. By whom?—A. By the Navy. He was tried by court-martial there at our navy-yard.

Q. What was the result there?—A. He was sentenced to the State's prison for four years. That sentence has never been promulgated, but it is in the Navy Department. I say it was four years. I have every reason to believe so.

Q. Was this clerk in the paymaster's office when you took that position at New York?—A. Yes, sir; he had been there three years as clerk.

Q. When you took the position were there any conditions stipulated?—A. No, sir; he

was highly recommended to me by the former paymaster. I had no clerk that I wanted to put there; he had been there three years; was a competent man, and I appointed him upon the recommendation of my predecessor.

Q. You say he was sentenced to four years' imprisonment at San Francisco?—A. Yes, sir; I had it from good authority that he was.

Q. Did he serve his time?—A. No, sir; he never went to the State's prison. He was kept on board the receiving-ship there for nearly a year, I think, and one day he escaped.

Q. Was he kept in close confinement on board the receiving-ship?—A. Yes, sir; I think he was. He was kept on board the ship, at any rate. Then, I understand, he was allowed the liberty of the yard from morning to sunset, and the second day he went ashore; he went across to Vallejo, and there took a steamer and went to San Francisco.

Q. That was the second day after he had the liberty of the yard?—A. Yes, sir; the first day he did not run; the second day he did.

Q. Did he carry his baggage with him when he ran?—A. No, sir; he sent back to the ship for his trunk, and it was sent to him; so I was informed.

Q. Who sent his trunk to him?—A. That I don't know. I presume the commanding officer or the executive officer. He wrote to some one. At any rate, his trunk was sent to him, as I understand.

Q. You think they connived at his running?—A. Yes, sir; I am confident of it, because I do not see how a man could get out of the navy-yard and take vessel for San Francisco and have his trunk sent to him without the connivance of somebody.

Q. Do you know where he is now?—A. Yes, sir; he is a reporter in Washington. You can see him in the gallery any day.

Q. Has the Secretary of the Navy ever been informed that he is there?—A. I wrote to my brother-in-law to say to the Secretary that he was there.

Q. Who is your brother-in-law?—A. George A. Bagley, a member of Congress. This fellow made a confession of the whole thing to Mr. Bagley, and Mr. Bagley went out to San Francisco as a witness in the case.

Q. Did the Secretary of the Navy ever give you any reason for releasing him on this quibble?—A. No, sir.

Q. Only that he was governed entirely by his solicitor?—A. He did say (I had forgotten that) that he signed the order for his release without knowing the circumstances. He laid the whole thing to the solicitor. I know of no excuse for not carrying out the second sentence, though.

Q. Did he know of the second trial in San Francisco?—A. O, yes; he was tried there under his order. All court-martials are convened under the order of the Secretary.

Q. How long did you stay in New York after this man ran away?—A. He ran away in December, and I did not get him until June, I think. I staid in New York just about six months after he ran away.

Q. Did you apply for a position as paymaster at San Francisco at any time?—A. No, sir: I was offered the place; was told, rather, that I could probably go there.

Q. By whom were you offered the place?—A. By the acting Paymaster General.

Q. Who was the Paymaster-General at that time?—A. James H. Watmough, acting Paymaster-General.

Q. He told you you could go there?—A. He asked me if I would like to go, and I said I would, if I could appoint my own clerk there.

Q. Why did you say that?—A. Well, because there was a clerk there whom I thought to be a rascal; I knew there were certain parties who wanted to keep him there, and no paymaster could go to that pay-office unless he took him.

Q. What reply did he make to that answer?—A. He told me I had better go and talk with Senator Sargent.

Q. Did he intimate to you that you could not go unless you took that clerk?—A. No, sir: I don't think he said anything about the clerk.

Q. But he said nothing more to you about going to the place?—A. No, sir; he only told me I had better go and see Mr. Sargent, if I wanted to go there.

Q. You understood you could go there if you could make an arrangement with Mr. Sargent?—A. Yes, sir.

Q. Do you know anything about the history of that clerk whom Sargent wanted you to keep?—A. All I knew was from rumor; when I was in San Francisco, Mr. Dodge, Senator Booth's partner, who was a schoolmate and old friend of mine, and a man who had done a great deal of business for the Government, told me that for the last two years he had not been allowed to bid for anything; that the purchases were all made in a certain ring there, and nobody else could get them. He told me of several transactions in that office, and it was said that this man Pinney, the paymaster's clerk, was the man who did it.

Q. Was it publicly known in San Francisco that he was a rascal?—A. It was known by all the Navy officers; of course, I did not know the business-men there, but it was talked about generally by the Navy officers, so much so, that the commandant of the yard, while I was there, who had some provisions to buy, sent down the paymaster's clerk from the inspection of provisions and clothing of the yard to make those purchases; he would not trust them to be made from that office.

Q. And that was the man they wanted you to keep as clerk, if you went there?—A. Yes sir.

Q. Do you know anything about him subsequently?—A. He cleared out, leaving a defalcation of something like $750,000; not all, however, from Government.

Q. From San Francisco?—A. Yes, sir.

Q. How do you know that?—A. I know it from the papers; there was an investigation, and the paymaster there, Spaulding, is being tried now on this same case; the court of inquiry, it seems, found enough against him to try him by court-martial, and he is being tried now. When I was talking about going there, Spaulding had been there four years. They could not get any paymaster to take the place, because nobody would take this man as clerk. It was offered to several, I have understood, and they would not take it, because the condition was that the paymaster must keep this man as clerk, or he could not have the place. I know two paymasters to whom it was offered: Pay-Inspector James Fulton and myself.

Q. Did you say anything to Senator Sargent?—A. Yes, sir; Pay-Inspector Fulton and myself went to the Senate to see him, but he was busy and asked us to come to the house; we went there and had an interview with him. There were two places to be filled—inspector of provisions and clothing at Mare Island navy-yard, and the purchasing-paymaster's office at San Francisco, that Mr. Spaulding had.

Q. Did you tell him you would like to go to that place?—A. I did.

Q. What was his reply?—A. Well, he said that he recommended this man as the clerk; he intimated that whoever went there would have to retain him.

Q. Did he say that in so many words?—A. I am not positive, but that is the conclusion we came to, both of us. I said that if I went out there I should appoint my own clerk; I had had experience enough in taking another man's clerk, and would not do it again; that settled the question; we bid him good evening, and that is the last I ever heard of it.

KITTERY, ME., *March* 16, 1876.

B. F. CHANDLER sworn and examined.

By the CHAIRMAN:

Question. What duty are you performing here?—Answer. Civil engineer, sir.

Q. How long have you been engaged in that work on the yard?—A. Twenty-three years.

Q. What work have you had to do in the way of civil engineering for the last year or two?—A. Repairs of the buildings, walls, docks—everything. Our buildings here are constantly going to decay. They must be constantly renewed.

Q. Is there any greater necessity for the employment of a civil engineer to repair the buildings here than there would be over in the city?—A. Yes, sir; they have no such thing over there as ship-houses. They are large buildings, and we are very much exposed to winds. Unless they are properly fastened, and secured a gale would sweep them away. Over in the city people who have property look after it, each one for himself. Here are sixty or seventy buildings, and nobody to look after them unless the civil engineer does. It is his particular duty to see that all walls, walks, wharves, everything of that kind is kept in repair.

Q. Could not the chiefs of each one of those bureaus do that as well as a civil engineer?—A. There are some buildings occupied by three or four departments. I don't know of any chief that knows anything about limes, cements, or mortars.

Q. Might they not employ a mason?—A. Yes: but they would know nothing about it.

Q. Would a man be suitable for a boss mason unless he knew something about the quality of brick?—A. No, sir; but he might not be able to mix cement for particular purposes. That belongs to the business of a hydraulic engineer.

Q. Don't you find as good walls over in Portsmouth as you find here, and as good buildings?—A. Yes, sir; but they employ an architect if they have buildings to construct of any magnitude.

Q. Have you any knowledge of any abuses in the naval service here?—A. Well, Mr. Mills, I try to keep within my own particular line of duty and look out for abuses in my own house. When I have done that I think I have done the best I can. If I see work going on, I take it for granted that it is ordered by the proper power. I may think that such and such a way is not the best way of doing it; but it does not come under my direction, and I am not responsible for it. If I see them breaking up anything, I suppose that it is all right and I ask no questions; and if I should go out here and go to tearing down a building, I don't suppose any person would ask any questions of me. That abuses will exist to a certain extent, I don't doubt. I suppose it is the same here as in private life.

Q. Do you know of any property that has been carried away from the navy-yard improperly, belonging to the Government?—A. I know that I have missed it, sir.

Q. What sort of property have you missed?—A. I missed a large quantity of copper one day.

Q. How much did you think was taken away that day?—A. I must explain: We have got down here in No. 1 naval store, where we keep our oils and such other goods as are heavy, like lead and copper and things of that kind, a room where we seldom resort except for linseed-oil for painters. I sent down there one day for them to bring up some oil, and they reported that they could not get in. I went down, and we tried the lock, and could not make the key work at all. The only thing that we could do was to break it open. Then we examined the lock and found a piece of key in there. I reported it, of course, to the commodore, and he took such action upon it as he thought best. That has been a subject of investigation here. The act never was done in the day-time, because it is utterly impossible for a man to get into a building in the day-time and take away a thing that weighs thirty pounds, like a pig of copper. The next thing was to see what was missing. We weighed and measured everything, and found a quantity of copper gone.

Q. You keep a strict account, so that you could know what was gone?—A. I should think there was $300 worth gone. That is simply a matter of impression. To say that I have no doubt as to who got it would be no evidence at all, because I have no proof as to who got it. That is only one of a thousand little straws that you and I might see, but they would not hang a man.

Q. Might it not have been done by watchmen?—A. If it was not done by watchmen, even, yet the fact must remain that the watchmen did not do their duty in finding out who it was that committed the act, because there is a post close by there.

By Mr. JONES:

Q. Did your investigation lead you to suspect that any particular individual had got it?—A. O, yes, sir; I have no doubt about it.

Q. Who is the man that you think got it?—A. It would not do for me to state it here, because if I should give you an idea in regard to it, and out of that should grow the man's dismissal, I might be liable.

Q. Do you think the man is now at work here?—A. He is at work.

Q. You have some thieves here now. Do you know how much work of this kind was done in a year?—A. No, sir.

Q. Do you think any of the watchmen took that copper?—A. I must answer as I did before.

Q. Do you think it was a watchman?—A. Yes, sir; if asked directly, I should say that I do.

Q. Did Mr. Randall have anything to do with it?—A. Well, I don't want to implicate anybody.

Q. You don't want to say "no" on that?—A. No, sir.

Q. You are a Government officer?—A. Yes, sir.

Q. Did Mr. Allen have anything to do with it?—A. No, sir.

Q. You will say "no, sir," on Mr. Allen, but will not say it on Mr. Randall?—A. I don't want to answer that question. Here is another thing that makes me think so. A man came to me and said: "There is a bolt of copper down in one of the privies there, on one of the sills, in that building." Said I, "You watch it until we find out all about it." The first thing I found out was that the man that I think got this copper down here heard of it, and at the time we went to look for it it was gone. I was very sorry. He was notified there was no such thing.

Q. Mr. Randall was notified that that was here?—A. Yes, sir; there was a piece of copper down here. When the man went to show it to me it was not there.

Q. Please state any circumstances in that investigation which implicated Mr. Randall.—A. I could not, because I was not on that board that investigated it. What I say to you now is only what impresses me strongly with the idea that the man's name was not Allen.

Q. Was Mr. Randall ever discharged from this yard?—A. I could not tell you further than he is not in my department now. He is not on "yards and docks" roll.

Q. Has he not been discharged from "yards and docks" for improper conduct?—A. I understand so.

Q. He was restored to duty here on this yard with a higher rank?—A. Yes, sir.

Q. And higher up than he had been before?—A. He was captain of the watch then, and he is captain of ship-keepers now; and I think he has half a dollar a day more. He goes on at 4 a. m., and comes off at 5 p. m.

Q. Do you think he is a proper man to have charge of Government property?—A. I would not recommend him to Mr. Burleigh to have charge of his property.

Q. Would you employ him to take care of your own?—A. I would not have him on the premises.

Q. Do you know who put him back here?—A. It was done by order either of the bureau or of the Secretary; I don't know which.

Q. How much copper has been missed from the yard since he has been watchman?—A. I can only tell you what is in my own branch. I was obliged to require that off of my books, because otherwise it would stand against me. I must require that as lost and gone, otherwise it would lie there charged to me.

Q. Do you know of any copper being purchased on the island by the Government for the last two or three years?—A. No, sir.

Q. Do you know of any that they have sold here?—A. No, sir.

Q. Do you know the value of the copper missed from here?—A. No, sir.

Q. There has been a great deal of it?—A. I don't suppose it is in the power of man to know.

Q. They have been carrying it off for many years?—A. Well, sir, you know that where they cut off the end of a bolt from a ship's bottom it is of such a length that it is easy to carry it off in your pocket. I don't know how you can prevent it. They would steal from any corporation in the same way.

Q. You certainly could not prevent it by having men employed on here whom you knew were engaged in doing such things.—A. No, sir. I say you should have men for watchmen who are responsible men. It costs $25,000 a year to watch this yard. There are twenty-seven watchmen.

Q. Don't you think it would be a great saving to the Government—property would be better protected and cared for—if the yard should be watched by the marine force that is here?—A. Now, about that I must be fair. I know that has been discussed a great deal. The marines detailed for watchmen are men of no home, no family ties, and no reputation that they care anything about; and when they enlist they generally enlist and ship when they are drunk, and they want to run away. If you put them here they must be under rigid control themselves or they would run away. I have known instances since I have been here when a marine has been put on his post, and when they go to relieve him they find nothing there but a gun. In fact, he has gone. I would put on good, responsible men, with family ties and social ties—men that care something about themselves. I think it pays them enough—$2.26 a day when they are on one day in three. There are three watchmen to a post. They relieve one another for two days and one night.

By Mr. BURLEIGH:

Q. You have charge of the blacksmith's shop in "yards and docks?"—A. Yes, sir.

Q. That comes under your department?—A. Yes, sir.

Q. If anything goes into your department you are to judge in regard to its quality?—A. Yes, sir; I am now the inspector, and have been always, ever since I have been here, except during the time that Mr. Wentworth was the inspector.

Q. Do you know of any instances where any iron has been into your bureau which you have condemned?—A. O, I have had it offered and I would not take it.

Q. How offered? Do you mean landed on the yard?—A. Yes, sir.

Q. They have landed it here?—A. Yes, sir; and I have made them take it away.

Q. You took out enough to try it, didn't you?—A. Yes, sir; I inspected it; I heated it and pounded it.

Q. How large quantities have you ever rejected?—A. O, I rejected the whole of one cargo. We were to have Norway iron, and that was sent here as Norway iron when it was not, and I rejected it.

Q. Who sent that here?—A. It was David Babcock & Co., of New York.

Q. Was it landed here on the dock?—A. Yes, sir; we could not inspect it until it was thrown out, you know.

Q. Was it taken away again?—A. No, sir; they sold it to "Construction."

Q. Was it suitable for "Construction?"—A. They might use that American iron and it might answer their purpose. It would do very well for blunt bolts, but would not answer for repairing in our department.

Q. Did you get a bill of that iron at that time?—A. Yes, sir.

Q. Do you remember the date?—A. No, sir; but I can find it.

Q. And you can find the number of tons there was of it?—A. I think I can.

Q. We wish you to give that to the committee—the date and the party that shipped it and the price and what you did with it and what became of it, to the best of your knowledge. After it was rejected it was out of your charge?—A. Yes, sir; I notified them to take it out of the way; but it was not taken away, and I never used it. My iron has generally been good. We don't use but very little except Norway iron.

Q. That iron would not go into "Construction" without the bill being with it?—A. No, sir.

Q. It could not go without an order for some one to put it there?—A. No, sir.

Q. Now about the duties of the civil engineer under the Bureau of Yards and Docks?—A. I am required every year to make estimates in detail of the new buildings that I think in my judgment will be required for the development of the yard, and to make it a ship-building institution. Well, I judge of the necessities as I go along, by developments in other branches. When I came here there was no such thing as a steam-engineer in the bureau. The blacksmith's shop was small, but sufficient. After that a Steam-Engineering Bureau was created, and it called for extensive works. I enlarged the buildings belonging to that branch that they could use. The same thing I do every year. I report upon the condition of everything every year. That goes before Congress. Then when the money is appropriated I am notified, and then I distribute it in proper channels and pay for the repairs of all buildings; and new buildings, if needed, are built. Now take our large buildings. Our ship-houses could not be replaced for less than $100,000. They are likely to blow down.

By Mr. BURLEIGH:

Q. You have been here on the yard a great deal. Have you known any time that the Government would sell any of its material to outside parties?—A. I never have sold any except what was condemned by survey.

Q. That you would sell at auction?—A. Yes, sir.

Q. You could not sell anything to individuals by private sale?—A. No, sir; I never sold a nail. Furniture I speak of more especially.

Q. Have you ever known of any paints being used in this vicinity with the stamp of the Government on them?—A. No. sir.

Q. Have you ever known of any of the Government painters working outside?—A. No, sir.

Q. Not at any time?—A. No, sir; I never did.

Q. Of Government painters using Government paint on private property outside?—A. No, sir.

Q. Have you known the carpenters of the yard going outside to work for other individuals?—A. No, sir; I have never known of an instance. I say there is no instance in "Yards and Docks." I don't know about any other department.

Q. Do you know that in your department, or any others, the people outside have employed Government mechanics?—A. Only from information. From my own Bureau I do not.

Q. Have you ever known people whom you supposed were on the pay-roll being outside to work for private parties?—A. No, sir; I never supposed that such a case ever occurred.

Q. Did you ever know of the material of the Government being cut up and cut into shape for the outside or inside finish of any houses in the vicinity; material got out on the island by the use of Government tools?—A. No, sir.

Q. Not of an instance?—A. I never knew of any instance.

Q. That would not come under your department, would it?—A. No, sir; it would not be done in my department. In my department I don't think that anything larger than a picture-frame ever was made on this yard for anybody; that is, in "Yards and Docks." I confine myself to that.

Q. You have heard rumors of something larger than picture-frames being made in that way?—A. Yes, sir; but I look out for ourselves. It might be a picture-frame or a bracket, or something; but nothing that you or I would care anything about for its magnitude.

By Mr. JONES:

Q. In your bureau have you ever had orders from the heads of other bureaus in Boston, to deliver such and such material that had been advertised for sale? Now, you must have scrap-iron and old boilers, and all those things that come under your orders?—A. No, sir. The most of our old material would be condemned furniture from the quarters; that we sell at auction. We repair those things and keep them along until they are all used up. A carpet we cannot repair; after it gets to be so bad that you cannot turn it, then I request a survey of it. We have a furniture manufacturer on the yard. He does not make new furniture to amount to anything, but repairs. Now that you speak about boilers, we have two new boilers on the dock, because the old ones were not safe at 65 pounds. But they would be safe at 25 pounds. I had them condemned and bought new boilers, and one of those old boilers is used for pumping purposes, because we do not need much steam on when it is used for pumping. We can use that old boiler the same as a new boiler for a long time. The other has been out here, and has never been sold. I suggested that it might be sold, but it never has. We do not build boilers here—not from "Yards and Docks."

Q. Do they not in "Construction?"—A. The Steam Engineering department build marine boilers. You will have before you a list of everything that we have sold at auction since 1868, according to your orders.

Q. Have you a list of what you have sold at private sale?—A. We do not sell anything at private sale in our department; what we have belongs to the Government—every single piece.

KITTERY, ME., *March* 18, 1876.

B. F. CHANDLER recalled.

The WITNESS. I wish to add to my previous deposition that iron was contracted for for the years 1873 and '74 with Babcock & Co. The bureau contracted for Norway iron. They delivered the quantity of iron in September; but it was not received because it was not Norway iron.

By the CHAIRMAN:

Question. What was the price of that iron? What did they charge for it?—Answer. I think 6 cents. Everything like that changes every year. I had the bill showing the price at which it was billed to me. I will give it. Here are the bills in this volume. [Having brought in the volume.]

Q. They are in your department, are they?—A. Yes, sir. That bill which I now indicate September 16, 1873, was by contract. Most of the iron, you see, was at 6 cents. Here at this point [indicating] is where the Norway iron stopped. Then there was some American iron. I figured up the Norway iron. There was about twenty-five tons of Norway iron.

Q. Did you transfer these bills over to "Construction?"—A. No, sir; I never had anything to do with that. This is not the iron that was rejected. This was supplied afterward.

Q. We want to know how much was rejected, in order to know how much went into the Bureau of Construction.—A. I cannot tell that.

Q. How much was sent you? Give us a copy of that contract.—A. That contract was "class 11," dated July 1, 1873. I will get it for you now. [Produces it.] The bureau receive bids and make contracts, and then they transfer the figures from their contracts on to the original printed paper like this, and that is sent to us. [Reads it.] There are the prices.

Q. On this contract dated July 1st, was this the annual bid?—A. Yes sir; by public advertisement. They got that contract by public advertisement dated July 1, 1873. I made the original schedule that that contract was based upon.

Q. And this is the contract, and the iron that was sent to fulfill this contract was not what it purported to be by the contract?—A. Certainly it was not. It was not Norway iron at all.

Q. You rejected this iron, and afterward you understood that it was taken into the Bureau of Construction on this yard?—A. Yes, sir; I know now that it was.

Q. Will the Bureau of Construction show that it was taken at that same price?—A. I don't know.

Q. Why was it taken?—A. Because the chief of the bureau authorized them to take it.

Q. We would like to see that order.—A. You will have to call on the constructor for that.

Q. Who has that order?—A. It would come through the commandant.

Q. Do you know the time you rejected it?—A. It would be in September, 1873.

Q. What are Trickey & Jewett's names on here for?—A. They are contractors for that class which is mentioned there—white pine and spruce.

Q. This amount stated here is the amount that was called for?—A. Yes, sir.

Q. How much was there of the iron that actually came here under this order?—A. I never weighed it. There were some twenty-five or thirty tons of it.

Q. You said the other day that it was fifty tons.—A. If I said so it was merely a supposition. But upon looking it over I find that it was about fifty-four thousand pounds.

Q. How much was there of this iron that was rejected—of this iron that came under this bid—that you rejected?—A. Every particle of that iron I rejected. It was not Norway.

Q. How much was there in that lot? You had a bill of it when it came.—A. Yes, sir. The bill that I rejected I never had anything to do with. Why should I take notice of the bill unless the iron was according to contract? I took no coguizance of that bill. I notified the Department that they had failed to supply according to their contract, and I made a requisition in open market to buy it; and you see this memorandum at the bottom there. That open-purchase requisition was not approved by the bureau.

Q. What was the price of that iron?

Mr. BURLEIGH. There are several classes and qualities of iron rejected. The whole amount of money was $4,260.

By the CHAIRMAN:

Q. Do you think that this iron that you rejected as unfit for the work required of you to be done in your department, was sufficient for the work required of iron in the Construction department?—A. I couldn't tell you what they are going to do with it.

Q. Could not they have done the same work in the Construction department with cheaper iron. You must have very superior iron. But could not the Construction department do with a less costly iron?—A. That is a hard question to answer. If it is for blunt bolts, it will do. If it is for making chain, it will not do.

Q. If they are required to have the same kind of iron in the "Construction department" that you had in "Yards and Docks," this was unfit for them?—A. Yes, sir; and never could be made fit.

Q. But then, if they are not required to have that, a cheaper iron would do?—A. Yes, sir.

Q. Then, if they took this iron at the same price that it was billed to you for, they paid too much for it?—A. Yes, sir. The engineer, as ordered, made an open-purchase requisition, but Babcock & Co. were allowed to furnish good iron.

By Mr. BURLEIGH:

Q. Now, in regard to Savage's contract at that time, for files and other stuff; why did you have to require open purchase for that?—A. Because they didn't send any at all.

Q. Was their bid accepted?—A. Yes, sir. But they didn't comply with the bid, and I had to make a requisition upon open purchase.

Q. Now, in regard to James L. Parker, of Portsmouth?—A. Mr. Parker bid for Mr Bailey.

Q. On the Savage contract bid of 1873. His bid, which he failed to supply, was for what? —A. Files, two dozen, at $5; that was flat bastards, 14-inch. Mr. Savage charges $7. Three dozen half-round; for those we paid $7. Mr. Savage's charge is $7. Three and a half dozen round 14-inch, bastard, $7; two dozen square, 14-inch, $8. Mr. Savage's price is $7. Six flat 12-inch, $7.50. Mr. Savage's price is $5; four, flat 12-inch, $6. Mr. Savage's price is $5, Two dozen parallel smooth, $7.50. Mr. Savage's price is $7. Two dozen parallel, $7.50. Mr. Savage's price is $5.25. Five dozen knife, $6.50. Six dozen hand-saws, $7. Mr. Savage's price is $6.20.

Q. Show us some more of your annual contracts.—A. That was about the time the bureau ceased to make contracts. They don't make them by advertisement now; not in that form. If it is over $1,000, they advertise in the papers over in Portsmouth.

KITTERY, ME., *March* 16, 1876.

GEORGE S. CHAPMAN sworn and examined.

By Mr. BURLEIGH:

Q. You have been employed on the yard some time, in the blacksmith's shop—in "Construction."—A. Yes, sir; I have not been for the last six months.

Q. But you were, for some time previous to that, in the blacksmith's shop, in "Construction."—A. Yes, sir; I was in there for about two years.

Q. During that time, did you know of any iron received, either directly or indirectly, hat had been in the Bureau of Yards and Docks?—A. While I was in "Yards and Docks," they required a lot of iron. I tried the iron, and the "Yards and Docks" would not receive it.

Q. Why not?—A. It was not so good as they recommended it, and it was rejected. It was not such iron as it was recommended to be to "Yards and Docks."

Q. What was the quality of the iron?—A. The iron was to be as good as Norway; but it was not anything but common iron.

Q. What process did you go through to reject it?—A. I tried every bar—got a piece of it, and worked it one way and another, to see if it would work.

Q. Did you report it?—A. I reported it to Mr. Chandler. He saw me when I tried it. He told me to try it just the same as though the man was here that he got it from. I did. It was not what it was recommended to me, and he rejected it.

Q. Was it removed from "Yards and Docks?"—A. No, sir; it was left down here on the wharf—all but the pieces.

Q. Do you know whom that iron came from?—A. No, sir; I don't know that I do. I did know at the time; but I have forgotten.

Q. How large a quantity was there of it?—A. Well, I should say there was forty or fifty tons—I don't know but more.

Q. Do you know what became of that iron afterward?—A. I think that iron went into "Construction."

Q. Do you know whether it was used in "Construction" or not?—A. Well, I would not say positively, but I think it was used in "Construction."

Q. You think it did not go off the yard again?—A. No, sir; I was not in "Construction" at the time it went in there. But I think it went into "Construction."

Q Don't you know what was said about that iron at the time they received it in "Construction?"—A, No, sir; I don't know as I do. I know that there was a good deal of very mean iron in "Construction."

Q. A good deal of poor iron?—A. Yes, sir, I know that—while I was there.

Q. Who was foreman of blacksmiths at that time, in "Construction?"—A. Mr. Nealy.

Q. Who was the constructor?—A. Mr. Webb.

Q. Who was inspector of the iron, in "Construction," at that time?—A. Well, I don't know that any one inspected that iron, in "Yards and Docks," at that time. There never has been but two inspectors, I think. One was Captain Carpenter. He had charge of it for a spell; after Mr. Wentworth was inspector. I think that he inspected, I am not certain in regard to iron, but I think he did. I never knew but those two inspectors. I could not say whether Mr. Wentworth was inspector at that time or Mr. Carpenter.

Q. How many years ago was that?—A. Well, I think that was about four years ago.

Q. Do you remember the time of the year?—A. It was in the fall of the year.

Q. Was it four years last fall or this coming fall?—A. I would not say whether it was four years this last fall or the coming fall.

Q. I think you must have been in "Construction" three years ago.—A. It was four years ago last fall, then.

Q. It was just before you left "Yards and Docks?" In inspecting that iron no inspector could tell about it unless he was a practical man and took it to the forge?—A. No, sir.

Q. Then it must have been the foreman of the shop where it was used?—A. A man can-

not tell what a piece of iron is until it is tried. The inspection must be in the shop where it is used.

Q. Would they be likely to receive a poor quality of iron there, that you refused in "Yards and Docks?" Would they not have warning that it was not good iron? Would it not be known from one bureau to another?—A. Certainly it would be. The "Construction" knew that it was rejected up there. I think they took that iron. I am pretty sure they did.

Q. Do you know under what orders it was taken?—A. I do not.

Q. You think that was in the fall of 1871 or 1872?—A. It was in the fall of 1871.

By the CHAIRMAN:

Q. If you could remember the name of the person who furnished the iron, it would facilitate our action.—A. Mr. Chandler could tell. He is over here on the island.

KITTERY, ME., *March* 18, 1876.

DANIEL L. RANDALL sworn and examined.

By the CHAIRMAN:

Q. When were you first put on duty at the Kittery navy-yard?—A. When I first came here, in May, 1867.

Q. How long did you serve here?—A. I served a year and a half in steam-engineering.

Q. Have you got any enemies here on the yard?—A. I don't know that I have got one in the world.

Q. Have you got any about here in the neighborhood?—A. Not that I know of.

Q. Who are your friends?—A. Everybody, I suppose.

Q. What friend exerted his influence to have you appointed here, when you were first put here on the island in 1867?—A. Mr. Ely.

Q. Who was he?—A. A member of Congress from New Hampshire.

Q. What were you then receiving a day?—A. Three dollars. I got $3 most of the time; I won't say all.

Q. How long did you serve here at that time?—A. About a year and a half.

Q. Did you leave then?—A. Yes, sir; to go on the watch.

Q. Were you discharged?—A. No, sir.

Q. You were discharged here once, were you not?—A. Yes, sir.

Q. How long had you served before you were discharged?—A. About six years—from five to six years.

Q. What were you discharged for?—A. It was reported neglect of duty; that was all I knew of.

Q. Were you tried?—A. I was called before Captain Young, and asked some questions. Don't remember.

Q. Did they give you any hearing?—A. Didn't the commandant or any officer bring you before them and inquire into charges against you?—A. I was called up. They ordered me discharged.

Q. Have you ever been removed from here but once?—A. No, sir; was off when reduction was made, and required on again.

Q. When did you return here after your discharge?—A. I returned here about the 1st of October, 1874.

Q. When were you discharged?—A. About the 1st of July, 1874. I was off probably three months or more.

Q. Through whose influence were you brought back?—A. I don't know as I can tell exactly.

Q. Whom did you get to intercede for you to get you restored to your place?—A. I wrote to Mr. Cragin, or got some one to for me.

Q. It was through his influence, then, that you got it?—A. Through his and others—not his alone.

Q. What others?—A. A number of others.

Q. Can you give the names of some of them?—A. Well, I don't know; I suppose that they assisted him, (Mr. Howard and Mr. Pierce;) I suppose they rendered what aid they could.

Q. Who is Mr. Pierce? Is he the Portsmouth postmaster?—A. Yes, sir.

Q. What pay are you getting now?—A. Three dollars and a half.

Q. You get half a dollar more now than before?—A. Yes, sir; 74 cents more than I did on yard-watch.

Q. What is the position that you hold?—A. Captain of ship-keepers.

Q. What do you have to do in that position?—A. Pump and clean ships, assist in moving or hauling ships; look after moorings; have charge of all lights and fires, and things around.

Q. How many ships have you moved lately?—A. The Lancaster, I think, was the last one that came in here.

Q. When there have been any bids for that lumber has there been any combination by any parties here in Portsmouth with you?—A. No, sir.

Q. There are no outside parties in the lumber business here who have had a commission on it?—A. O no, sir; I have had nothing to do with anybody else.

Q. Can you tell us whether there are combinations between the contractors to stifle competition; whether, whenever there are contracts to be let out, a number of them get together who would otherwise bid against each other?—A. No, sir. We all try to take care of ourselves in all those things. We don't mean to do anything very wicked about it, however. It is my business, and I generally try to take care of my business pretty well.

Q. How do you account for it that you have been contractor so long, when it depended upon the chances about making the lowest bids?—A. I will take what your colleague, Mr. Jones, said about me when I first came in here, as affording an answer to that question, viz: I am a pretty clever fellow. I think I have done the business here to the satisfaction of every person in the yard. I don't think there is a man, from the commandant to the menial servant, but what would do me a favor at any time. I try to take pretty good care to make the prices reasonable. There is a pretty uniform price for our commodity.

Q. Now can you tell us about what proportion of the contracts that you have had since the war you have obtained by the annual letting?—A. I have never attempted any contracts anywhere except for the Kittery yard.

Q. How many contracts have you got by regular course of annual letting?—A. I guess I have got the majority of them usually.

Q. Have you supplied any lumber or timber here at the yard by contract with Mr. Hanscom, or parties at Washington, without its having been advertised for or demanded?—A. I have not had any contracts with him.

Q. Your contracts have been through the regular channels?—A. Yes, sir.

Q. Whom would that come through?—A. Through the purchasing-paymaster. A requisition is made for the article, and that is sent to the purchasing-paymaster.

Q. That is by the open purchase?—A. Yes, sir.

Q. When it is not by the open purchase, then they let it out?—A. That is done at the annual letting in Washington once a year.

Q. Do you bid at those?—A. Yes, sir.

Q. Then when those are exhausted, the balance is by open purchase, and then you make contracts with the paymaster?—A. Yes, sir.

Q. Now, you think it is over half of the contracts that you get by the bidding at Washington—the annual letting?—A. I should think so, since the war.

Q. I am talking about since the war. When you have made your bids at the annual letting, have you ever known that the Government would require at this station any more during the year than your annual bid was?—A. No, sir; never. And if I did, years ago, before the war, perhaps, or in the early stages of the war, I think there was a rule of this sort: that the successful bidder at the annual lettings was supposed to have the privilege of furnishing any balance that might be wanted, at the same rate. That used to be the rule before I had anything to do with it.

Q. Is it not the rule now?—A. No, sir; I don't understand it so.

Q. Provided at the annual letting you should make a bid of ten or twenty thousand dollars for a certain kind of lumber, have you not been in the habit of putting more than that upon the yard and letting it lie here, or of a lower grade, for which you thought there would be an open purchase?—A. No, sir. We have sometimes had a surplus. It has come by cargoes, and there has been a surplus. They are not authorized to receive above 5 or 10 per cent. above the contract. I have sometimes had a surplus of a small amount, and frequently had a small surplus of some kind of timber upon the yard.

Q. Do you have to get an order from the chief to have it delivered—to have it delivered more than your contract?—A. If the excess did not exceed 5 or 10 per cent., the constructor here would take the liberty of receiving it.

Q. Have there not been times when you have had a good deal more than that excess, when you have had an order from the chief to let you deliver it in the yard?—A. There may have been such instances; but I don't recollect of any.

Q. You never paid Mr. Adams any per cent. for commissions?—A. No, sir. I think some times I may have had an account with Mr. Adams out of some special contract. I don't know that I ever gave him a commission for anything. I don't think I did.

Q. You said that you fellows calculated to take care of yourselves. Has there not been an understanding, when you bid, for these open purchases?—A. There may have been in some instances. I don't remember, however, of the instances.

Q. Whoever got the contract, have not the rest had a share in the profit?—A. No, sir; I don't recollect any instance of that kind. No, sir; I should say not. It might be that I might have done Mr. Adams some service, in return for service he might have rendered me. But as to his having an interest in the thing, I don't think there ever could be a case of that sort.

Q. At these annual lettings they always let to lowest bidders?—A. Yes, sir.

Q. You have got contracts for the last ten or fifteen years?—A. No, sir; I got more or less of them. There might be a dozen or twenty classes, and I get one or two or three classes. Here is a class of oak timber, and a class of pine timber, and a class of oak plank.

Q. The class you bid on, don't you get?—A. I bid on all of them, and lose some of them, and some of them I get.

Q. You don't lose on all you bid on?—A. No, sir; not by any means.

Q. Did you or Mr. Trickey furnish the frame for the Tallapoosa, at the yard?—A. I think Mr. Trickey had an order for some timber, and I was interested there with him.

Q. Did you and Mr. Trickey furnish any of the timber that built that vessel at Baltimore?—A. No, sir.

Q. Do you know who did furnish that?—A. No, sir: I do not.

Q. Do you know how that timber was bought?—A. I don't know anything about it.

Q. Do you know anything about the improper removal of any Government property from the navy-yard by anybody?—A. No, sir.

Q. Now in regard to the timber-inspector here. How long has he been timber-inspector here?—A. Well, I shall say seven or eight years. In the beginning of the war, in 1861, Mr. Bennett was timber-inspector, and I think Mr. Lockie sometime, said to be an assistant of his.

Q. Who got Mr. Lockie's appointment?—A. I don't know; I have always understood that he was a member of the legislature at the time of Mr. Cragin's re-election, and the probability is that it was through his influence. All I know is that he is a very good fellow.

Q. Right in the same line, do you know whether Dr. Wentworth, who holds some position in your State here, is, or not, general inspector here?—A. He was. I understood that he resigned some months ago.

Q. He was two or three months ago?—A. Yes, sir.

Q. How long did he serve?—A. Two or three years.

Q. At the same time that he was inspector here, was he a member of the legislature of Maine?—A. He was a member last winter and the winter before, I should think two winters.

Q. And at the same time was inspector here?—A. I should think he was.

Q. Who procured him his appointment?—A. I have no knowledge about it.

Q. Was there not some Senator elected from Maine, the same as there was from New Hampshire?—A. I should think likely.

Q. Was there not a Senator elected from Maine while the doctor was in the legislature from Maine?—A. I should think there was a Senator elected a year ago.

Q. Was that when he was there?—A. Yes, sir.

Q. What Senator was it?—A. My friend Burlingame knows all about that. It was Mr. Hamlin, I think.

PORTSMOUTH, N. H., *March* 16, 1876.

AMBROSE J. CLARK sworn and examined.

By Mr. BURLEIGH:

Question. What is your position here, sir?—Answer. Purchasing-paymaster.

Q. That is, you pay for all purchases?—A. I do the purchasing.

Q. Under requisitions made from this yard?—A. Yes, sir.

Q. Any other yard?—A. No, sir.

Q. State, if you please, what the form is of the order for purchasing, and the forms through which bills go before you pay them.—A. The department or bureau at the yard make their requisition upon me for stores, and I then purchase them on that requisition.

Q. How do you purchase them?—A. By either sending out for bids, or, where only small amounts are required, buying them in the market, at the lowest price.

Q. What proportion of your purchases is made by bids, and what proportion in the market?—A. If any large amount is wanted, that is, anything over a few hundred dollars, I always send out to the different business men and get their bids, and I give the order for the goods to the lowest bidder.

Q. You do not advertise in the papers?—A. Where the amount is over a thousand dollars, I do.

Q. You advertise that in all cases?—A. I have never had a case of over a thousand dollars since I have been here.

Q. You send out notices to the dealers in the line of goods that you want to purchase, and they send in bids?—A. Certainly. For instance, I get a requisition to-day, and send out an invitation for bids, and give them two or three days, as it happens, to reply, and at the end of that time I give the order for the goods to the man who makes the lowest bid.

Q. Then what becomes of the goods?—A. The bill is sent with the goods by the party who furnishes them, they are inspected by the chief of the department at the yard requiring the goods, and then the bills are made out at the yard and signed by the inspector as having been received, and then they come to me and I certify as to the price.

Q. Does the commandant sign those bills?—A. After they go from me. He is the last one who signs them. The bill is then complete, and the commandant sends it over to me, and I make my requisition on the bureau in Washington, sending a triplicate bill. All bills are made in triplicate. The triplicate bill goes to Washington, and there they examine it;

NAVY DEPARTMENT,
BUREAU CONS. & REPAIR,
Washington, Oct. 16th, 1873.

MY DEAR COMMODORE: I am afraid you will think me very remiss in not replying to your last; but I must plead the pressure of business as an apology. Your official letter in relation to Griffiths' contract calls for an unofficial explanation as follows, viz: In the first place, it was understood that the same facilities were to be given to whomever might obtain the contract to do the work, as are usually given under the same circumstances by private ship-builders. When a job, such as raising, timbering, planking, &c., is let in a private ship-yard, the builder or owner furnishes *all* materials and tools (except workmen's) that may be required to do the work. The work only is contracted for. I have done much work of that character myself, and always have had same facilities and materials, such as water-buckets, augers, files, oil, greese, chalk, grindstones, etc., that men employed by the day in the same yard have had; and we must give Griffiths the same. This was told to every person who made an offer, and their estimates of the cost were made accordingly.

The number and amount of these things must be decided by the commandant of the yard, or double the amount necessary might be expended by waste. So much for that work.

I wish you would have the order to furnish the bureau with photographs carried out, that the condition and progress of the work may be known. None have been received of the Marion for a long time. Let me have some of the new vessels as they progress. Wish I could talk with you an hour or more, but know not when I can get that way.

Yours, very truly,

I. HANSCOM.

Commodore J. C. HOWELL, U. S. N.

A true copy.

W. E. H. F.

NAVY DEPARTMENT, BUREAU CONST'N & REPAIRS,
Nov. 11, 1873.

SIR: Your letter of the 8 instant, (No. 205,) with inclosure from Mr. Griffiths with regard to punching and drilling holes, &c., has been received.

As there is a difference of opinion between you and the contractor with regard to whom the cost of such work shall be charged under his contract, you will please direct, for the present, that this work be done by the Government, and a careful account of the cost thereof kept, subject to a final settlement, upon the completion of the contract.

Very respectfully, your obt. servt.,
(Signed)

I. HANSCOM,
Chief of Bureau

Commodore J. C. HOWELL, U. S. N.,
Comd't Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. F.

NAVY DEPARTMENT, BUREAU CONST'N & REPAIR,
Dec. 19th, 1874.

SIR: Inclosed please find copy of Mr. Griffiths' proposal to finish the Enterprise, which was accepted. It seems to be explicit and comprehensive, and you will please give him the facilities of the yard to complete the work as enumerated. You will please direct Asst. Naval Constructor Philip Hichborn to superintend, under direction of the naval constructor on the part of the Government, the work done by Mr. Griffiths.

Very respectfully, your obt. servt.,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

True copy.

W. E. H. F.

[Copy circular.]

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR
Sept. 28, 1874.

SIR: You will please direct that no timber or other materials be allowed to be delivere

in the yard under your command, for this bureau, except under approved requisitions, or written instructions from it.

Very respectfully, your obt. servt.,
(S'g'd) I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Com'd't Navy-Yard, Portsmouth, N. H.

CAPTAIN'S OFFICE, NAVY-YARD, PORTSMOUTH, N. H.,
March 16th, 1876.

A true copy. Attest:

JOHN H. KNOX, *Clerk.*

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Feb. 4th, 1875.

SIR: The inclosed letter from Mr. Eben Haggett, of the 4th inst., in relation to white-oak knees, and white-oak plank, stock-logs, and keel-pieces, now at the yard, under your command, is respectfully referred to you.

If the knees and timber therein named are wanted, and are of suitable quality, they may be landed and stored, but bills for them must not be made out without further instructions from the bureau.

Respectfully, your obt. servt.,
(S'g'd) I. HANSCOM,
Chief of Bureau.

Commo. A. BRYSON, U. S. N.,
Com'd't Navy-Yard, Portsmouth.

DAMARISCOTTA, MAINE, *Feb'y 4th*, 1875.

DEAR SIR: During the month of August last, I entered into an agreement with Mess. Trickey & Jewett, of Boston, to furnish and deliver at the Kittery navy-yard, on their account, some two hundred and fifty (250) white-oak knees, together with what white-oak plank, stock-logs, and keel-pieces would be required with the knees to make out a cargo.

This material I got out in good faith, and shipped to the yard named, where the vessel arrived about a month ago, and remains there still with her cargo on board. As the vessel is under demurrage, and I am put to great expense through no fault of mine, I respectfully request that permission may be given me to have the material herein named landed, and that the bureau will send an order to the commandant of the yard to that effect.

Very respectfully,
(Signed) EBEN HAGGETT.

Chief Const'r I. HANSCOM,
Chief of Bu. Cons. & Repair, Washington, D. C.

True copy.

W. E. H. F.

NAVY DEPARTMENT, BUREAU CONSTRUCTION & REPAIR,
Washington, April 19th, 1875.

MY DEAR COM: I am about leaving for California, to be absent about five weeks, and in the hurry have left the office without writing officially in relation to a load of white-oak timber, which was delivered by Capt. Higgins, * I think. The timber was due on an order or agreement by Trickey & Jewett. Please have the timber inspected, and if it is what is wanted, you can have bills made at the lowest market-price. Before cutting up the *Portfire* we must have a proper report, condemning the vessel and recommending it. Hope to see you soon after my return, and find you and family in good health and spirits.

Yours, very truly,
(Signed) I. HANSCOM.

Commodore A. BRYSON, U. S. N.,
Commandant.

The foregoing is a true copy.

A. BRYSON, *Com't.*

---

* Capt. *Eben Haggett*, not Higgins.

[Telegram.]

WASHINGTON, D. C., *June 10th*, 1875.

COMMANDANT NAVY-YARD:

Referring to the order of the twenty-seventh of May, you will allow two more cargoes of live-oak to be landed by Mr. Swift.

(Sgd.) I. HANSCOM,
Chief of Bureau.

Rec'd June 10th, 1875.

(Sgd.) A. B.

CAPTAIN'S OFFICE,
Navy-Yard, Portsmouth, N. H., March 16th, 1876.

A true copy. Attest:

JOHN H. KNOX, *Clerk.*

[Telegram.]

WASHINGTON, D. C.

COMMANDANT NAVY-YARD,
Portsmouth, N. H.:

Allow the landing in the yard of such live-oak belonging to Mr. Swift as may be now off the yard ready for landing.

(Sgd.) H. A. GOLDSBOROUGH,
Ch'f Clerk, (by order of the Sec'y of the Navy.)

Rec'd May 27, 1875.

(Sgd.) A. B.

CAPTAIN'S OFFICE,
Navy-Yard, Portsmouth, N. H., March 16th, 1875.

A true copy. Attest:

JOHN H. KNOX, *Clerk.*

NAVY DEPARTMENT, BU. CONS'T'N & REPAIR,
Sept. 23d, 1874.

SIR: The bureau has made out and approved a bill in favor of Messrs. James Bigler & Co., dated Sept. 9th, amounting to $19,446 $\frac{80}{100}$, embracing the following-named bills of live-oak timber delivered by them at the yard under your command, which are herewith returned to be destroyed.

Bill No. 311, contract	$9,220 80
" " 317, "	5,628 72
" " 342, reservation	3,712 38
" " 310, open purchase	407 50
" " 318, " "	477 50
	$19,446 $\frac{80}{100}$

Very respectfully, your ob't serv't,
(Signed) I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, P. H.

A true copy.

W. E. H. F.

NAVY-YARD, PORTSMOUTH, N. H., *Sept. 24th*, 1874.

The within-named bills were destroyed by me in the presence of Mr. Mitchell, my chief clerk.

(Signed) A. BRYSON,
Commo. Comd't.

Copy of endorsement.

W. E. H. F

in the yard under your comma
written instructions from it.

Very respectfully, your
(S'g'd)

Commodore A. BRYSON, U. S
Com'd't Navy-Yard, Por

A true copy. Attest:

NAVY D

SIR: The inclosed letter fro
oak knees, and white-oak pla
command, is respectfully refer
If the knees and timber there
be landed and stored, but bills
from the bureau.

Respectfully, your obt. s
(S'g'd)

Commo. A. BRYSON, U. S.
Com'd't Navy-Yard, Por

DEAR SIR: During the mon
Trickey & Jewett, of Boston,
count, some two hundred and
plank, stock-logs, and keel-pi
This material I got out in g
rived about a month ago, and
under demurrage, and I am p
request that permission may b
the bureau will send an order t

Very respectfully,
(Signed)

Chief Const'r I. HANSCOM,
Chief of Bu. Cons. & R

True copy.

NAVY

MY DEAR COM: I am about
the hurry have left the office w
timber, which was delivered b
or agreement by Trickey & Je
wanted, you can have bills ma
we must have a proper report.
you soon after my return, and

Yours, very truly,
(Signed)

Commodore A. BRYSON, U. S
Com

The foregoing is a true copy.

* C

WASHINGTON, D. C., *July 31st*, 1874.

made out in accordance with the instruc-
them.

I. HANSCOM,
Chief of Bureau.

W. E. H. F.,
2d Clk. to Comdt.

BUREAU CONS'N & REPAIR, *July 28th*, 1874.

& Co., part of the live-oak timber delivered
out of appropriation construction and
necessary to have new bills made out,
triplicate bills, amounting to $22,181 79
purpose, and you will please have both of
reservation.
original and duplicate bills, and you will

I. HANSCOM,
Chief of Bureau.

W. H.

W. E. H. FENTRESS.
2d Clk. to Comdt

[Telegram.]

WASHINGTON, D. C., *Feby.* 21, 1873

may employ forty men on her in addition to present

I. HANSCOM,
Chief of the Bureau of Cont. & R.

H. A. MITCHELL,
1st Clk. to Comdt.

NAVY DEPARTMENT,
Washington, April 21, 1876.

mittee on Naval Affairs, House of Representa-
to inclose a statement from the Bureau of Con-
ted cost of repairing the Marion and class.
ort

GEO. M. ROBESON,
Secretary of the Navy.

House of Representatives.

f the cost of repaving the following-named vessels under the cognizance of the Bureau of Construction and Repair, Navy Department.

871 to 1875.—Marion, rebuilt	$488,542 95
870 to 1873.—Monongahela, repaired	492,067 71
872 to 1876.—Vandalia, rebuilt	623,480 12
k, 1872 to 1874.—Swatara, rebuilt	348,214 63
hia, 1871 to 1875.—Quinnebaug, unfinished	323,181 70
1870 to 1874.—Galena, unfinished	280,303 71

ctfully submitted.

I. HANSCOM,
Chief of Bureau.

GEORGE M. ROBESON,
Secretary of the Navy.

NAVY DEPARTMENT, BU. CONSTN. & REPAIR,
Oct. 1st, 1875.

: Enclosed please find copy of a letter addressed by the bureau to Mr. John W. Grif- under date of the 27th inst., and embracing the terms of the agreement with him to and fit complete the spars of the U. S. ship Enterprise, at the yard under your and, which is furnished for your information and guidance.

Respectfully, your obt. servt.,
(Signed)

I. HANSCOM,
Chief of Bureau.

amodore A. BRYSON, U. S. N.,
Commdt. Navy-Yard, Portsmouth, N. H.

ue copy.

W. E. H. FENTRESS,
2d Clk. to Comdt.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION & REPAIR,
February 29th, 1876.

: Mr. Griffiths has called the attention of the bureau to sheaving the spars of the rise, and making castings.

e castings and sheaving of spars for the Enterprise are not mentioned in the work rated for the guidance of the contractor, and as the sheaving of spars has always one by the blockmakers, the castings and sheaving for this ship will be done at the the Government.

Very respectfully, your obt. svt.,
(Signed)

I. HANSCOM,
Chf. of Bureau.

mo. A. BRYSON,
Comdt. Navy-Yard, Portsmouth, N. H.

ue copy.

H. A. MITCHELL,
1st Clk. to Comdt.

EQUIPMENT OFFICE, NAVY-YARD, KITTERY, ME.,
March 18, 1876.

: I inclose herewith, in compliance with your order of the 16th instant, a statement of regate of supplies furnished this department during the past four years, showing unt furnished by contractors, on open purchase requisitions, and by shipment from avy-yards.

Respectfully,

J. YOUNG,
Captain U. S. N., Equipment Offi er.

modore A. BRYSON, U. S. N.,
Commandant.

[Telegram.]

WASHINGTON, D. C., *July 31st*, 1874.

All the bills due Bigler for live-oak should be made out in accordance with the instructions of the twenty-eighth instant relative to two of them.

I. HANSCOM,
Chief of Bureau.

COMMANDANT NAVY-YARD,
Portsmouth, N. H.

True copy.

W. E. H. F.,
2d Clk. to Comdt.

NAVY DEPARTMENT, BUREAU CONS'N & REPAIR, *July 28th*, 1874.

SIR: Under agreement with Mess. J. Bigler & Co., part of the live-oak timber delivered at the yard under your command was to be paid out of appropriation construction and repair, 1874–1875. In order to do so, it will be necessary to have new bills made out, dated and approved after July 1st. The inclosed triplicate bills, amounting to $22,181 $\frac{79}{100}$ and $1,886 $\frac{88}{100}$, are herewith returned for that purpose, and you will please have both of them considered open purchasers, retaining no reservation.

Messrs. Bigler & Co. will return to you the original and duplicate bills, and you will please forward to them the new set of bills.

Very respectfully, your ob't serv't,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore J. C. HOWELL, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. FENTRESS.
2d Clk. to Comdt

[Telegram.]

WASHINGTON, D. C., *Feby.* 21, 1873

Commo. J. C. HOWELL,
Comdt. Navy-Yard:

As the Monongahela is wanted you may employ forty men on her in addition to present force. Give N. H. a large share.

I. HANSCOM,
Chief of the Bureau of Cont. & R.

A true copy.

H. A. MITCHELL,
1st Clk. to Comdt.

NAVY DEPARTMENT,
Washington, April 21, 1876.

SIR: In reply to the request of the Committee on Naval Affairs, House of Representatives, of the 20th January, I have the honor to inclose a statement from the Bureau of Construction and Repair, showing the consolidated cost of repairing the Marion and class.

Very respectfully, your obedient servant

GEO. M. ROBESON,
Secretary of the Navy.

Hon. W. C. WHITTHORNE,
Chairman Committee on Naval Affairs, House of Representatives.

Statement of the cost of repaving the following-named vessels under the cognizance of the Bureau of Construction and Repair, Navy Department.

Kittery, 1871 to 1875.—Marion, rebuilt	$483,542 95
Kittery, 1870 to 1873.—Monongahela, repaired	492,067 71
Boston, 1872 to 1876.—Vandalia, rebuilt	623,480 12
New York, 1872 to 1874.—Swatara, rebuilt	348,214 63
Philadelphia, 1871 to 1875.—Quinnebaug, unfinished	323,181 70
Norfolk, 1870 to 1874.—Galena, unfinished	280,303 71

Respectfully submitted.

I. HANSCOM,
Chief of Bureau.

Hon. GEORGE M. ROBESON,
Secretary of the Navy.

NAVY DEPARTMENT, BU. CONSTN. & REPAIR,
Oct. 1st, 1875.

SIR: Enclosed please find copy of a letter addressed by the bureau to Mr. John W. Griffiths, under date of the 27th inst., and embracing the terms of the agreement with him to make and fit complete the spars of the U. S. ship Enterprise, at the yard under your command, which is furnished for your information and guidance.

Respectfully, your obt. servt.,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commdt. Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. FENTRESS,
2d Clk. to Comdt.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION & REPAIR,
February 29th, 1876.

SIR: Mr. Griffiths has called the attention of the bureau to sheaving the spars of the Enterprise, and making castings.

As the castings and sheaving of spars for the Enterprise are not mentioned in the work enumerated for the guidance of the contractor, and as the sheaving of spars has always been done by the blockmakers, the castings and sheaving for this ship will be done at the cost of the Government.

Very respectfully, your obt. svt.,
(Signed)

I. HANSCOM,
Chf. of Bureau.

Commo. A. BRYSON,
Comdt. Navy-Yard, Portsmouth, N. H.

A true copy.

H. A. MITCHELL,
1st Clk. to Comdt.

EQUIPMENT OFFICE, NAVY-YARD, KITTERY, ME.,
March 18, 1876.

SIR: I inclose herewith, in compliance with your order of the 16th instant, a statement of the aggregate of supplies furnished this department during the past four years, showing the amount furnished by contractors, on open purchase requisitions, and by shipment from other navy-yards.

Respectfully,

J. YOUNG,
Captain U. S. N., Equipment Offi er.

Commodore A. BRYSON, U. S. N.,
Commandant.

Statement of the amount of supplies furnished Department of Equipment and Recruiting, United States navy-yard, Kittery, Me., during the four years ending March 16, 1876.

From contractors	$6,643 87
From open-purchase requisitions	36,833 94
From other navy-yards	119,658 28
Total	163,136 09

EQUIPMENT OFFICE, NAVY-YARD, KITTERY, ME.,
March 18, 1876.

Respectfully submitted.

J. YOUNG,
Captain U. S. N., Equipment Officer.

Commodore A. BRYSON, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
NAVAL CONSTRUCTOR'S OFFICE,
March 21, 1876.

SIR: In compliance with your order of the 15th instant to furnish you with the amount of supplies estimated for, as also amount of supplies furnished upon "open-purchase requisitions," I respectfully submit the following:

Amount of supplies furnished by contract, under annual estimates, from March 16, 1872, to March 16, 1876	$106,704 54
Amount of live-oak furnished under James Bigler & Co.'s contract, for same period	330,526 62
Amount of supplies furnished upon open-purchase requisitions from March 16, 1872, to March 16, 1876	397,917 12
Aggregate amount of supplies from March 16, 1872, to March 16, 1872	835,148 28

Very respectfully, your obedient servant,

T. D. WILSON,
Naval Constructor.

Commodore A. BRYSON, U. S. N.,
Commandant.

INSPECTION PROVISIONS AND CLOTHING,
Navy-Yard, Portsmouth, N. H., March 18, 1876.

SIR: In obedience to your order of the 15th instant, I have the honor to inform you that this inspection does not make estimates for supplies, but is furnished from other inspections (generally from New York) when the stock on hand runs low.

The aggregate of supplies or stores received at this inspection in the past four years is $194,710.17; and the amount received on open-purchase requisition is $473.31.

I am, very respectfully, your obedient servant,

CHAS. F. GUILD,
Paymaster and Inspector in charge.

Commodore A. BRYSON, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Ordnance Office, March 23, 1876.

SIR: I inclose herewith, in compliance with your order of the 16th instant, a statement of the aggregate of supplies furnished this Department during the past four years, showing the amount furnished on open-purchase requisitions and by shipment from other navy-yards and stations.

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N., and Inspector Ordnance.

Commodore A. BRYSON, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Ordnance Office, March 23, 1876.

Statement of the aggregate of supplies furnished this department from March 16, 1872, to March 16, 1876, inclusive:

From contractors, nothing.	
From open-purchase requisitions	$6,142 38
From other navy-yards	65,108 52

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N., and Inspector Ordnance.

ORDNANCE OFFICE, NAVY-YARD, PORTSMOUTH, N. H.,
March 23, 1876.

Statement of estimates for supplies of all kinds made in the department of ordnance at the United States navy-yard, Portsmouth, N. H., from March 16, 1872, to March 16, 1876, inclusive:

Estimates for fiscal year ending June 30, 1873.

Stores necessary in fitting vessels, including paints, oils, lumber, &c	$10,000 00
Tools	250 00
Stationery	500 00
Fuel	1,484 00
	12,234 00

Estimates for fiscal year ending June 30, 1874.

Stores necessary in fitting vessels, including paints, oils, lumber, &c	$10,000 00
Tools	250 00
Stationery	500 00
Fuel	1,284 00
	12,034 00

Estimates for fiscal year ending June 30, 1875.

Stores necessary in fitting vessels, including paints, oils, lumber, &c	$10,000 00
Tools	250 00
Stationery	500 00
Fuel	1,284 00
	1,2,034 00

Estimates for fiscal year ending June 30, 1876.

Stores necessary in fitting vessels including paints, oils, lumber, &c	$10,000 0
Tools	250 00
Stationery	300 00
Fuel	1,284 00
	11,834 00

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N., and Inspector Ordnance.

NAVY-YARD, PORTSMOUTH, N. H.,
March 18, 1876.

SIR: In compliance with your order of the 15th instant, to furnish you with a statement of estimates for supplies of all kinds made in the steam-engineering department for the past four years, with the aggregate of supplies furnished, and amount of supplies furnished

upon open-purchase requisitions for the same period, I respectfully submit the following, viz:

Amount of estimates made for supplies of all kinds from March 16, 1872, to March 16, 1876	$107,400 91
Amount of supplies furnished upon open-purchase requisitions from March 16, 1872, to March 16, 1876	109,770 83
Aggregate amount of supplies furnished from March 16, 1872, to March 16, 1876	197,230 64

Respectfully,

DAVID B. MACOMB,
Chief Engineer, U. S. N.

Commodore A. BRYSON, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Civil Engineer's Office, March 18, 1876.

SIR: Herewith is respectfully submitted estimates of supplies department of Yards and Docks, for the four years ending March 16, 1876, $148,965.21.

Aggregate of supplies furnished during the above time	$148,965 21
Of the above the following was received on contracts made by the Bureau of Yards and Docks	62,011 17
Open purchase	86,954 04

Very respectfully, your obedient servant,

B. F. CHANDLER,
Civil Engineer, U. S. N.

Commodore A. BRYSON, U. S. N.,
Commandant.

MARCH, 16, 1876.

Total expenses for the years 1872, 1873, 1874. 1875, *at United States naval hospital, Portsmouth, N. H.*

Expense.	1872.	1873.	1874.	1875.	Total
Freight and tolls	.....	$27 81	$10 01	$12 61	$50 43
Fuel	.....	39 00	188 00	328 75	555 75
Groceries	.....	165 97	370 65	329 30	865 92
Instruments	.....	18 66	35 00	.....	53 66
Medicines	$587 45	753 33	259 14	545 93	2,145 85
Provisions	1,512 70	1,405 90	677 72	1,120 16	4,716 48
Repairs	.....	186 02	38 00	.....	224 02
Stationery	.....	11 68	6 20	.....	17 88
Washing	63 00	100 00	122 00	147 00	432 00
Incidental	364 96	390 20	24 05	185 02	964 23
Furniture and bedding	.....	39 97	246 24	6 75	310 96
Sum total	.....	.....	.....	.....	10,237 44

The above gives the aggregate of supplies furnished the medical department at this station during the past four years, so far as the hospital records show. The records of first quarter 1872 are missing.

The expenditure for medicines give the total amount for medicines, hospital stores, and surgeon's necessaries for the sick and hurt of the Navy and Marine Corps at this station, as well as the expenditures of medicines, &c., for the families of naval and marine officers, attached to this station, and the servants and employés of the several departments of the navy-yard.

The expenditure for provisions, groceries, &c., covers the support of over 200 medical and surgical cases treated yearly in this hospital.

As the medical property of ships going out of commission at this yard is merely passed through to the United States laboratory, New York, there are no "copies of orders authorizing

the removal of property, either by public sale or otherwise," nor has there been any "public property removed to any other station" beyond the medical stores just mentioned.

Estimates for supplies of all kinds are not made by the medical officer in charge of the hospital at this station.

Respectfully, &c.,

C. J. CLEBORNE, U. S. N.,
Surgeon.

Commodore ANDREW BRYSON, U. S. N.,
Commanding Navy-Yard, Portsmouth, N. H.

NAVIGATION OFFICE,
Navy-Yard, Portsmouth, N. H., March 18, 1876.

SIR: Agreeably to your order of the 15th instant, I beg leave to state that no yearly estimates are made in the navigation department at this yard. Deficiencies in stores for issue to ships are supplied by the bureau on requisition, and generally sent to us by freight from the New York yard.

Aggregate of supplies furnished during the past four years, $23,400, of which amount $650 was upon open purchase by order of the bureau.

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N., Navigation Officer.

Commodore A. BRYSON, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Naval Constructor's Office, March 16, 1876.

SIR: In compliance with your order of the 15th instant to furnish you with a statement of the number of men employed and discharged in this department (monthly) from January, 1868, to the present time, I respectfully submit the following tabular statement:

Year.	Whole number on roll employed or discharged.	Jan.	Feb.	Mar.	Apr.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.
1868..	Whole number on roll ..	713	565	479	371	381	437	394	365	299	221	228	230
	Employed	....	....	....	10	56	....	....	....	....	7	2	....
	Discharged	148	86	108	....	....	43	29	66	78	....	....	10
1869..	Whole number on roll ..	220	136	242	344	359	347	805	1015	1068	1113	1033	503
	Employed	...	106	102	15	....	458	210	53	45	....	....	....
	Discharged	84	....	....	....	12	....	....	....	....	80	530	54
1870..	Whole number on roll ..	449	453	540	278	278	277	287	611	851	770	709	448
	Employed	50	89	75	8	8	13	337	267	9	8	8	15
	Discharged	46	2	337	8	9	3	13	27	90	69	269	4
1871..	Whole number on roll ..	459	462	714	462	467	450	431	366	390	447	472	507
	Employed	4	276	63	35	27	8	4	26	76	31	44	....
	Discharged	1	24	315	30	44	27	69	2	19	6	9	5
1872..	Whole number on roll ..	502	502	647	601	266	266	265	581	816	811	834	129
	Employed	8	155	149	11	12	4	322	265	23	88	22	61
	Discharged	8	10	195	346	12	5	6	30	28	65	727	2
1873..	Whole number on roll ..	188	183	225	231	270	484	335	634	705	826	446	456
	Employed	1	47	12	46	223	89	133	88	138	11	13	203
	Discharged	6	5	6	7	9	38	34	17	17	391	3	21
1874..	Whole number on roll ..	638	863	882	490	496	489	490	486	800	296	83	78
	Employed	245	38	16	28	3	7	15	320	3	16	2	2
	Discharged	20	19	408	22	10	6	19	6	507	229	7	....
1875..	Whole number on roll ..	80	84	90	100	99	106	106	169	507	406	414	421
	Employed	5	9	12	7	8	3	64	357	40	41	29	6
	Discharged	1	3	2	8	1	3	1	19	141	33	22	357
1876..	Whole number on roll ..	70	14	25	....	....	....	....	....	....	....	....	....
	Employed	4	12	....	....	....	....	....	....	....	....	....	....
	Discharged	60	1	....	....	....	....	....	....	....	....	....	....

Very respectfully, your obedient servant,

T. D. WILSON,
Naval Constructor.

Commodore A. BRYSON, U. S. N.,
Commandant.

Statement of number of men employed and discharged monthly in department of yards and docks, navy-yard, Kittery, Me., from January 1, 1868, to March 16, 1876.

On pay-roll January 1, 1868, 222 names.

Year.	Employed or discharged.	Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.
1868....	Employed	5	4	8	58	16	64	....	7	5	47	1	10
	Discharged	39	24	8	6	17	4	42	87	18	5	5	9
1869....	Employed	2	....	9	30	72	41	56	19	63	33	4	4
	Discharged	37	26	2	7	....	5	16	8	10	26	....	137
1870....	Employed	1	12	20	6	1	4	20	9	2	14	6	3
	Discharged	19	8	11	25	24	5	5	17	31	3	2	2
1871....	Employed	4	15	1	5	....	2	3	1	24	8	9	2
	Discharged	5	1	8	1	10	13	4	13	10	6	7	4
1872....	Employed	4	3	1	55	41	148	17	30	52	81	48	23
	Discharged	26	3	5	2	3	1	31	15	17	7	41	126
1873....	Employed	1	4	10	6	92	4	52	32	58	24	5	4
	Discharged	109	75	8	11	5	131	18	29	15	55	57	38
1874....	Employed	6	6	13	57	66	23	10	34	10	5	....	3
	Discharged	6	2	2	7	4	147	41	26	11	7	15	3
1875....	Employed	1	....	1	20	9	24	8	20	18	3	5	5
	Discharged	1	....	....	2	6	10	40	6	16	5	39	3
1876....	Employed	11	1	3	....	....	....	....	....	....	....	....	...
	Discharged	4	....	3	....	....	....	....	....	....	....	....	....

Employed March 16, 1876, 92.

NAVIGATION OFFICE,
Navy-Yard, Portsmouth, N. H., March 15, 1876.

SIR: In obedience to your order of the 15th instant, I would repectfully state that the force employed by the navigation department since January, 1868, and borne upon our rolls, is one clerk, one store helper, and one pilot, (the latter's appointment dates from 1872.) The little extra labor required in this department when a ship is fitting out is transferred by requisition from other departments.

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N., Navigation Officer.

Commodore A. BRYSON, U. S. N.,
Commandant.

INSPECTION PROVISIONS AND CLOTHING,
Navy-Yard, Portsmouth, N. H., March 15, 1876.

SIR: In obedience to your order of this date, I submit the following list of men taken on and discharged at this inspection, since the 28th day of November, 1874, the date of my reporting here for duty. There is no record at this inspection of men taken on previous to that time.

December 20, 1874.—Seven men taken on for one day to discharge stores from the Ticonderoga.

July 29, 1875.—Four men taken on for one day each; and six men half a day each to discharge stores from the Tallapoosa.

October, 1875.—Two men taken on for one day each, painting receiver's room.

December, 1875.—One man taken on for one day; one man for two days; and eight men for three days each—breaking out the Lancaster, and stowing the Marion.

February, 1876.—Two men taken on for two and a half days each, discharging stores from schooner Defiance.

Very respectfully, your obedient servant,

CHAS. F. GUILD,
Paymaster and Inspector.

Capt. J. YOUNG, U. S. N.,
Commandant.

Statement of the number of men employed and discharged monthly in the department of medicine and surgery at the United States navy-yard at Portsmouth, N. H., from January 1, 1868, *to March* 16, 1876.

Years.		January.	February.	March.	April.	May.	June.	July.	August.	September.	October.	November.	December.
1868	Employed	....	....	2	....	....	....	1	....	....	....	....	....
	Discharged	....	....	1	....	....	....	1	....	....	....	....	....
1869	Employed	....	....	....	....	....	....	....	1	....	1	....	....
	Discharged	....	....	....	....	....	....	1	....	....	1	....	....
1870	Employed	....	....	1	....	....	....	....	....	....	....	....	....
	Discharged	....	....	1	....	....	....	....	....	....	....	....	....
1871	Employed	....	....	....	....	....	....	....	....	....	....	....	....
	Discharged	....	....	....	....	....	....	....	....	....	....	....	....
1872	Employed	....	....	....	....	....	....	1	....	....	....	....	....
	Discharged	....	....	....	....	....	....	1	....	....	....	....	....
1873	Employed	....	....	....	....	....	....	1	....	2	....	1	....
	Discharged	....	....	....	....	....	....	1	1	....	....	1	....
1874	Employed	....	....	1	....	....	....	....	....	....	....	....	....
	Discharged	....	....	1	....	....	....	....	....	....	....	....	....
1875	Employed	....	....	....	....	....	....	1	....	....	....	....	....
	Discharged	....	....	....	....	....	....	1	1	....	....	....	....
1876	Employed	....	....	....	....	....	....	....	....	....	....	....	....
	Discharged	....	....	....	....	....	....	....	....	....	....	....	....

One nurse now employed to act as scullion, assistant cook, messenger, fire-maker, and to nurse twelve to fifteen patients.

The above is a list of nurses and laborers employed in the medical department of this st a tion from January, 1868, to present date.

On July 21, 1874, orders were received from the Secretary of the Navy to discharge the laborer, since which time but one extra nurse has been employed for one month only.

The nurses of this hospital and dispensary have averaged one since 1868. Over two hundred medical and surgical cases (an average of 2,700 sick-days) are yearly treated in this hospital, besides the sick of the navy-yard families and barracks.

Respectfully, &c.,

C. J. CLEBORNE, U. S. N.,
Surgeon.

Capt. JONATHAN YOUNG,
Captain of Navy-yard, Portsmouth.

NAVY-YARD, PORTSMOUTH, N. H.,
March 17, 1876.

SIR: In compliance with your order of the 15th instant, I respectfully submit a list of the number of men employed and discharged, monthly, in the department of steam-engineering from January, 1868, to the present time.

Total number on the roll January 1, 1868, 342.

Months.	Employed.	Discharged.
1868.		
January	None.	108
February	7	40
March	3	50
April	4	25
May	20	14
June	10	15
July	2	20
August	3	12
September	45	7
October	50	5
November	10	15
December	14	10
1869.		
January	16	84
February	12	61
March	35	14
April	46	12
May	20	35
June	18	41
July	132	None
August	52	10
September	5	32
October	32	22
November	32	141
December	2	4
1870.		
January	16	5
February	172	125
March	15	59
April	30	23
May	3	11
June	2	4
July	33	5
August	41	4
September	7	17
October	None.	5
November	11	108
December	12	3
1871.		
January	4	4
February	87	2
March	2	79
April	4	3
May	2	2
June	None.	None.
July	4	4
August	7	9
September	None.	None.
October	12	8
November	5	1
December	None.	12

Months.	Employed.	Discharged.
1872.		
January	3	No
February	2	
March	1	
April	21	
May	None.	
June	1	No
July	28	
August	24	
September	7	
October	49	
November	2	
December	1	
1873.		
January	2	
February	13	
March	None.	
April	2	
May	4	
June	None	
July	20	
August	7	No
September	40	
October	88	
November	30	
December	95	
1874.		
January	54	
February	11	
March	2	
April	19	
May	1	
June	None.	No
July	16	
August	5	
September	18	
October	2	
November	9	
December	None.	N
1875.		
January	9	
February	3	
March	1	
April	1	
May	8	
June	22	
July	3	
August	2	
September	44	
October	15	
November	50	
December	8	
1876.		
January	4	
February	None	N

Respectfully, your obedient servant,

DAVID B. MACOMB,
Chief Engineer, U. S.

Commodore A. BRYSON, U. S. N.,
Commandant.

Statement of the number of men employed and discharged monthly in the Department of Equipment at the United States navy-yard, Kittery, Me., from January 1, 1868, to March 16, 1876, inclusive.

Whole number on roll, January 1, 1868, 51.

Year.	Employed or discharged.	Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.
1868	Employed	....	....	....	15	....	....	....	....	1	1	....	....
	Discharged	20	4	16	....	....	....	15	....	....	....	....	....
1869	Employed	....	....	10	2	....	....	82	23	3	3	....	16
	Discharged	....	....	....	11	1	....	....	2	23	8	25	15
1870	Employed	4	11	....	1	....	....	87	39	8	2	1	....
	Discharged	....	....	52	3	....	....	....	74	26	2	1	....
1871	Employed	....	2	....	1	....	....	1	....	....	....	....	....
	Discharged	....	2	....	....	....	1	....	2	....	1	....	....
1872	Employed	2	1	1	21	....	6	14	30	....	3	1	1
	Discharged	....	1	1	....	10	8	10	2	*20	1	14	22
1873	Employed	15	6	2	....	17	....	20	1	....	....	8	2
	Discharged	6	3	4	....	....	....	11	5	5	6	4	....
1874	Employed	....	1	2	3	3	....	1	....	1	28	4	1
	Discharged	1	9	....	....	....	12	....	....	1	29	....	1
1875	Employed	1	1	1	....	....	11	3	6	1	8	6	22
	Discharged	1	....	....	....	....	....	14	5	1	7	4	23
1876	Employed	28	1	13	....	....	....	....	....	....	....	....	....
	Discharged	38	1	†13	....	....	....	....	....	....	....	....	....

*Discharged September 6th. †Discharged March 13th.

EQUIPMENT OFFICE, *March* 16, 1876.

Respectfully submitted.

J. YOUNG,
Captain U. S. N., Equipment Officer.

Commodore A. BRYSON, U. S. N.,
Commandant.

ORDNANCE OFFICE,
Navy-Yard, Portsmouth, N. H., March 23, 1876.

SIR: In obedience to your order of the 15th instant, I have the honor to forward herewith a list of the number of men monthly in the ordnance department of this navy-yard from January, 1868, to March 16, 1876, showing the dates of taking on and discharge.

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N., Inspector Ordnance.

Commodore A. BRYSON, U. S. N.,
Commandant.

Report of the number of men monthly in the Ordnance Department from January, 1868, *March,* 1876.

No. on roll.	Date.	Taken on during the month.	Date.	Discharged during the month.	Date.
	1868.		1868.		1868.
25	Jan. 1				
25	Feb. 1				
20	Mar. 1	2	Mar. 16	8	Mar. 14.
14	April 1	14	April 14	9	April 20.
19	May 1			6	May 16.
13	June 1				
13	July 1				
14	Aug. 1	1	Aug. 1	1	Aug. 31.
17	Sept. 1	3	Sept. 1		
17	Oct. 1	9	Oct. 19	11	Oct. 31.
				2	Oct. 19.
13	Nov. 1				
17	Dec. 1	4	Dec. 1	4	Dec. 31.
	1869.		1869.		1869.
13	Jan. 1				
13	Feb. 1				
13	Mar. 1	10	Mar. 29		
23	April 1			7	April 12.
				1	April 1.
				6	April 6.
9	May 1	13	May 19	12	May 25.
10	June 1				
10	July 1	24	July 14	7	July 15.
27	Aug. 1	9	Aug. 23	19	Aug. 24.
17	Sept. 1	4	Sept. 27	11	Sept. 28.
10	Oct. 1				
10	Nov. 1	4	Nov. 1		
14	Dec. 1			4	Dec. 6.
				3	Dec. 18.
	1870.		1870.		1870.
7	Jan. 1				
7	Feb. 1	4	Feb. 21		
11	Mar. 1	5	Mar. 28	10	March 31.
6	April 1				
6	May 1	9	May 23	1	May 3.
14	June 1	4	June 13	4	June 27.
14	July 1	31	July 20	1	July 19.
44	Aug. 1	1	Aug. 9	16	Aug. 24.
29	Sept. 1			5	Sept. 1.
24	Oct. 1			4	Oct. 1.
20	Nov. 1	2	Nov. 20	3	Nov. 21.
19	Dec. 1				
	1871.		1871.		
19	Jan. 1	1	Jan. 1	9	Jan. 31.
11	Feb. 1				
11	Mar. 1	10	Mar. 16	7	Mar. 31.
14	April 1			10	April 21.
4	May 1			1	May 31.
3	June 1				
3	July 1	1	July 1	1	July 31.
3	Aug. 1			1	
3	Sept. 1	12	Sept. 13		
15	Oct. 1				
15	Nov. 1	1	Nov. 20	7	Nov. 27.
9	Dec. 1			5	Dec. 28.

Report of the number of men monthly in the Ordnance Department, &c.—Continued.

No. on roll.	Date.	Taken on during the month.	Date.	Discharged during the month.	Date.
	1872.		1872.		
4	Jan. 1	1	Jan. 26		
13	Feb. 1	9	Feb. 1		
13	Mar. 1	3	Mar. 10		
16	April 1	1	April 21		
17	May 1			9	May 30.
8	June 1				
8	July 1	5	July 17	2	July 31.
11	Aug. 1			6	Aug. 31.
5	Sept. 1				
5	Oct. 1				
5	Nov. 1				
5	Dec. 1				
	1873.				
5	Jan. 1				
5	Feb. 1	9	Feb. 28		
14	Mar. 1	1	Mar. 10		
15	April 1			7	April 30.
8	May 1	1	May 10		
9	June 1				
9	July 1	12	July 12	9	July 18.
12	Aug. 1	3	Aug. 6		
15	Sept. 1			8	Sept. 1.
7	Oct. 1	7	Oct. 1	6	Oct. 31.
8	Nov. 1	6	Nov. 25	1	Nov. 7.
13	Dec. 1	5	Dec. 1	6	Dec. 4.
	1874.		1874.		1874.
12	Jan. 1			5	Jan. 22.
7	Feb. 1			2	Feb. 18.
5	Mar. 1				
5	April 1	4	April 1	4	April 30.
5	May 1				
5	June 1	2	June 11	2	June 27.
5	July 1				
5	Aug. 1	8	Aug. 8	7	Aug. 31.
6	Sept. 1			1	Sept. 30.
5	Oct. 1				
5	Nov. 1	10	Nov. 7	8	Nov. 12.
7	Dec. 1			2	Dec. 22.
	1875.				
5	Jan. 1				
5	Feb. 1				
5	Mar. 1				
5	April 1				
5	May 1				
5	June 1	1	June 30		
6	July 1	1	July 31		
7	Aug. 1	2	Aug. 31		
9	Sept. 1			2	Sept. 30.
7	Oct. 1				
7	Nov. 1	8	Nov. 12	8	Nov. 20.
7	Dec. 1			1	Dec. 7.
	1876.				
6	Jan. 1				
6	Feb. 1				
6	Mar. 1				

Very respectfully, your obedient servant,

S. D. AMES,
Commander U. S. N and Inspector Ordnance.

No. 334.] U. S. NAVY-YARD, PORTSMOUTH, N. H.,
Com'd't's Office, Dec. 8th, 1874.

SIR: In the bureau's letter of the 4th inst., I am informed that Mr. Griffiths is to go on with the work on the Enterprise "as soon as everything is ready." In this connection and on referring to a copy of yours of the 12th Nov., to Mr. Griffiths, I find that a copy of statement from the [this] yard, giving the work necessary to be done by Mr. Griffiths to complete the vessel for sea, was furnished him, and by which he was to be guided, subject &c. In this copy I find no mention made of spar-maker, boat-builder, cabinet-maker, cooper's work, all of which will be required to complete her. In the copy of the statement from the [this] yard is included the work herein mentioned, and I would ask if this work is to be done by Mr. Griffiths, or whether he is to confine himself to the work mentioned in the bureau's letter of November 12 ultimo.

Very respectfully,
(Signed) A. BRYSON,
Com'd't.

Chief Constructor ISAIAH HANSCOM, U. S. N.,
Navy Department, Washington.

A true copy.

W. E. H. F.

NAVY DEPARTMENT, BU. OF STEAM ENG'G,
Washington, May 11th, 1875.

SIR: By direction of the Hon. Sec't'y of the Navy the bureau has satisfactorily disposed of the material in the yard under your command, which was examined and so recommended by the board of which Chief Engineer Stewart was the senior member, to the Providence Steam-Engine Co., as follows:

One pair 60×36 engines, intended for the Illinois, with all the parts and fixtures thereunto belonging that may now be in the yard. Two boilers, intended for the Massachusetts 46½×50, reserving the four best for this vessel. Two boilers, removed from the Nantasket. Shafting, &c., removed from the Peoria. About 20 tons old scrap from the Plymouth's boiler.

Please direct that the above, together with such old parts of machinery, wrought iron and composition as may be on hand, and for which there is no present or prospective use for purposes of this bureau, be placed under the derrick, on the wharf, and the usual facilities of the yard afforded to the purchaser to facilitate the removal of the same.

A careful account will be taken of each kind of material delivered, under the following heads, viz., cast iron, wrought iron, copper, and composition, and the weight of each sent to the bureau.

Respectfully,
W. W. W. WOOD,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Com'd't Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. F.

CONSTRUCTOR'S DEPARTMENT,
Navy-Yard, Kittery, Me., September 29, 1874.

Commodore ANDREW BRYSON, U. S. N.,
Commandant:

SIR: In obedience to the bureau's order of the 21st instant, I have made a strict and careful examination of the condition of the United States steamer Enterprise, and respectfully report:

The vessel was launched on the 23d of June last, and has been lying alongside of the wharf since then as well protected from the weather as was possible under the circumstances. She will require to complete her for sea the following-named work:

Vessel to be docked; bottom seams hardened in and filled up, graved and coppered, two threads of oakum to be put in above the copper line, one thread in the batteries, two thread in the main deck, and one in each of the others. The vessel will require her seams to be puttied, and two good coats of paint outside and inboard, and the cabin, wardroom, and steerage to be glossed. The spars and boats to have three coats of paint. Poop-deck to be puttied and painted. Spars to be made as per plan, and fitted complete. Spare spars and boat-spars to be made and fitted complete. Four torpedo-spars to be made and fitted together with the torpedo

fittings for the launch. All the blocks in connection with the rigging and outfits require to be made. One composition counter-knee,* magazine-rods and casing of same,* awning-bands on masts, fore and main-stay bolts,* fore and main storm stay-bolts,* fore-top gall't and royal stay-bolts,* flying-martingale stay-bolts,* jib and flying-jib guy-bolts,* martingale block-rope bolts,* ringbolts for lashing anchors,* eyebolts for and lading-blocks under pin-rail, rods between file-rail stanchions for leaders and leading-blocks, stay-sail sheet's bolts,* topsail halliard's bolts.* eyebolts in hatch bars,* shot and shell racks where required, shot and shell cranes and fittings for same, fore and main-tack bolts, eyebolts over magazine and shell-room hatches,* eyebolts for spanker-sheet,* bag-rack rods and shot-racks fitted on berth-deck, boring for holding down bolts to engine, fastening of engine keelsons and shaft-bearings, eyebolts in deck and coamings around masts; scupper, side, and hawse-pipe plugs; bridge-ladders, &c., in connection with stowing spare anchors, gratings to be fitted in bread and sail rooms, also in magazine and shell-rooms, foot-plates on bow-chocks, brass to be put on in wake of ladders to the poop and top-gall't forecastle decks,* roller on bowsprit-bitts, head-chutes, eyebolts for cat and fish-fall leaders, composition rudder-chains and eyebolts for same, eyebolts in channels for lashings, one complete set of pump-gear,* iron stanchions and rail in the head,* top-sail sheet-bitts to mortise and sheave, quadrant and steering-gear fitted complete, dead-eyes, heart's and bull's eyes to make and strap grab-rods on the vessel, in wake of gang-way, and rod on sea-steps; putting down pivot-gun tracks, pivot centers, and breast-pieces on port-sills for broadside guns; all pump-brakes, capstan-bars, &c., to be properly stowed when not in use; bath-tubs to be fitted under forecastle as per plan,* iron stand and overhead tank for the scuttle-butts and connections with filterer, two mooring-chocks forward, of wood, to be fitted in bridle-ports,* port-shutters cut for guns and fitted with fearnaught and port-bucklers where required,* 4 iron mooring-cleats on main deck, shifting-boards in hammock-nettings, securing of hammock-cloths, putting in passing-scuttles in decks for powder, and pipes for foul-air pumps, lockers for marines' hats, water-closets fitted in sick-bay, flush wash-bowl stand, and medicine lockers, air port wrenches and stowing of same, two anchor-shoes, fishes for masts or yards, (iron,) hatch-battens, hatch-coamings to be fitted to batten down. All pantries to be fitted, wine-glass racks; cup-hooks, &c. The following boats to be built and fitted complete: Launch, length 28′, breadth 7′ 10¾″, depth 3′ 2″; first cutter, length, 26′, breadth 6′ 8½, depth 2′ 5¾″; second and third cutters, length 24′, breadth 6 2¼″, depth 2′ 3½″; whale-boat, length 27′, breadth 5′ 8″, depth 2″ 2½″; dinghy, length 18′, breadth 4′ 9¼′, depth 1′ 9¼″. Shot and shell racks to be made and fitted; carpenters' work in connection with putting coal-bunkers;* Lewis bolts and boxes to be made and put in place;* all the necessary work in connection with the fitting and securing of the shoe, stern-post, rudder and jacket;* docking and coppering of ship; gallows frame for spare spars to be made and fitted complete, (no spare spars made—bureau order;) torpedo fittings complete, per regulations; boxing of pumps in hold; one lift and force pump, with all the necessary pipe connections to tanks, galley, and scuttle-butts, two head-pumps with connections to sea-cocks and discharge in head and under topgallant forecastle deck; forecastle and quarter-deck scuppers;* scuppers in hammock-nettings;* fitting tanks and connections n water-closets;* 3 channel-pumps and fittings; 1 wash-deck pump and fittings; ventilator through cabin to be made and put in;* 4 pump-tops to be made; side ladders aad sentry-walks to be made and fitted complete; boxing of lead pipes; cleats to confine mess-chests in place; steering-wheel to make and wheel ropes to case, with all the necessary fittings; musket rack and belt-pins to be put up; halliard-racks, hose and hawser reels to be made and put up in place; carpenters' work-bench and tool-chests; bureau, wash-stand and toilet-rack for each state-room; spring-bottom in each berth; sideboard and extension-table in wardroom; sideboard, extension-table, writing-table, book-case, sofa, settee and silver-ware chest in cabin; extension-table for warrant officers, extension-table for engineers; hanging-table for ship's cook; desk for paymaster, ships' writer, marine officer, and captain's clerk; mess top, channels, boat, arm and turpentine chests to be made, (latter fitted with copper tank,) water-closet and bath-room to finish in the cabin, put in seat, tub, bowl, and all the necessary fittings;* bulkheads of magazine and shell-room to be covered in the hold with galvanized iron;* 4 oil-tanks with connections; shell-room flood-pipes; two bath-tubs to be made and fitted as per plan under topgallant forecastle; transom seat and book-case to be made and put up in after-cabin; quarter-gallery ports to finish; moldings to be put up over all cabin-windows; cornice around mizzen-mast in cabin; boarding-pike racks around mainmast; door-sills in cabin, wardroom, and steerage, to be covered with brass;* cabin-deck to be sheathed per regulation; new gratings and ladders to be made for the hatches, as those now in her will not answer; lash and gratings in hood over the cabin sky-light to repair; gratings for bridle-ports; making one composition hatch and securing it; composition pin-bands and pins on the mizzen-mast and composition hawse-rail with all the necessary leaders attached around it; port-shutters made and hung, (composition hinges,) with rings and bolts or hooks complete;* breeching side and train tackle-bolts to be put in;* hatch-bars, copper and iron;* hawse-pipe covers and plugs; hammock-hook to be made and put in;* brass canopy-rail to wardroom and steerage hatches, iron over the others; coal-scuttles, put in as per plan;* five sets of boat's davits to be made and fitted complete—

* Work that should have been done on the first contract.

two fitted with cradles to stow boats in the waist;* crotch stanchions, for swinging and fish booms; iron awning-stanchions aft, made to answer as a crotch for spanker-boom; iron cleats where required;* ship's bell and fittings; breeching bolts pins to be made; running light shades and iron stanchions, complete; rabbeting for, and making and hanging, all the port-shutters;* main-brace and fore-tack bumkins, and all the fittings connected therewith;* stanchions and rail on poop and topgallant forecastle, rail and stanchions on front of poop to be of composition;* pin-rails for jib and flying-jib sheets, and fair-leaders for same; awning stanchions fitted, complete; cat-heads, (composition,) completely fitted;* bill-board, completely fitted;* 4 life-buoys; 1½ sets of capstan-bars, and stowing of same; chain-nippers, fitted complete; making and stowing of tanks in hold; making rigging-racks in hold and putting up hanging-rods for stowing lumber, &c.; changing fore-sheet chocks, agreeable to plan; making and putting on all the necessary cleats, cavils, and mooring chocks;* wedging of masts; 2 one-hundred-gallon casks; 4 sixty-gallon casks; 6 forty-gallon casks; 10 twenty-gallon casks; 11 ten-gallon casks; 15 two gallon molasses-breakers; 6 two-gallon boat-breakers; 15 two-gallon vinegar-breakers; 15 seventeen-gallon mess-breakers; 8 six-gallon boat-breakers; 40 deck-buckets; 30 spittoons; 1 scuttle-butt; 1 double harness-cask; 1 starting-tub; 1 steep-tub; 3 funnels, copper nozzles; pins in mooring-cavils where required; bolts for yard and stay-tackle falls;* bolts for leaders for the fore and main topmast and fore and main topgallant-studding-sail halliards;* bolts for leaders for mast-ropes;* eye-bolts for leaders for the main-topmast and main-topgallant stay-sail sheets;* bolts in cheek-knees hooking the cat-backs;* bolts for rudder-pendant-stops;* bolts for receiving whisker-jumpers;* bolts for bowsprit shrouds and links for bob-stays; bolts for fore-yard tackle;* bolts for leaders for boats' falls; coats to mast, canvas; coats to bowsprit, canvas; armory, to be fitted; chronometers, fitted in a box in navigation-room; book-case, in paymaster's room; tanks, to be secured in hold; boat-davits' stretchers; tins, in mess-chests; trail-boards to be put on; shifting-rail in pivot ports; engineers' store-room to be fitted; writing-table and drawers, for yeoman, in general store-room; mess-table for petty officers; ash-chutes, to be cut in side of ship;* bolts in topsail-sheet bitts for stoppers;* spare blocks for ship's stores; cot frames for ship's stores; spare oars for ship's stores; spare boat-hooks for ship's stores; fittings for head-lights; scuppers to be cut in bulkheads of magazine passages; iron pipes to be cased in magazine; iron fastenings in magazine passages to be cased up; rods in prison to confine prisoners; roller in sail-room door; lower rims to chain-pipes and securing of same.

Articles now on hand that have been made for, and not yet used, on the Enterprise: Ninety-three breeching-starts; 40 double eye-bolts; 40 train tackle eye-bolts; stanchions for poop and forecastle decks; eye-bolts and joints for poop-deck rail; 80 port-hooks and 64 eyes for port-hooks; 4 water-closet tanks; part of the after-ventilator; strongbacks to capstan.

The following is a summary of the estimated cost of material and labor in the several branches:

	Materials.	Labor.
Shipwright	$8,404 00	$2,898 00
Calkers	500 00	2,458 00
Joiners	964 00	2,596 00
Block and spar makers	3,560 00	8,634 00
Plumbers	600 00	1,000 00
Pattern-makers	50 00	829 00
Fasteners	.....	600 00
Iron-platers and foundery	2,913 00	2,235 00
Boat-builders	500 00	2,900 00
Painters	700 00	1,706 00
Coopers	150 00	500 00
Laborers	.....	1,000 00
Ship smiths	3,688 00	16,285 00
	22,029 00	43,641 00
		22,029 00
		65,670 00

NAVY DEPARTMENT,
Washington, Aug't 12th, 1875.

MY DEAR COMMODORE: I write unofficially, as I neglected to write officially from the office, to have you ship the third or last load of iron to Mr. Cramp & Sons, Philadelphia.

*Work that should have been done on the first contract.

Please do so. I leave here on Sunday night for New York, where I expect to join my wife and son, who will go to Boston with me, and I shall proceed to Portsmouth; shall be obliged to call upon the Secretary before calling upon you, and which I hope to do on Wednesday or Thursday. Hope to find you and family in good health and spirits.

Yours, very truly,
(Signed) I. HANSCOM.

Commodore A. BRYSON, U. S. N.,
Commandant.

Rec'd Aug't 14th, 1875. Order given to N. constructor on the morning of same day.
A. B.

The foregoing is a true copy.

A. BRYSON, *Com'd'r.*

PHILADELPHIA, *July* 15, 1875.

Commodore ANDREW BRYSON,
Portsmouth Navy-Yard, Kittery, Maine:

DEAR SIR: On the 9th we made a contract with Naval Constr. R. W. Steele to carry about 1,000 tons of the iron at the Portsmouth navy-yard to Chester, Pa., at $2.00 per ton freight, and the iron to be loaded by the shipper free of expense to vessel. Therefore, we take pleasure in introducing to your kind favor Captain Henry Tower, of the schooner Amos Edwards, to which vessel please deliver about 450 tons of the iron; also please give the vessel all the dispatch possible, and oblige,

Very truly, yours,
(Signed) D. S. STETSON & CO.

A true copy.

H. A. MITCHELL,
1st Cl'k to Com'd't.

NAVY DEP'T, BU. CONS. REPAIR,
July 14th, 1875.

SIR: It has been decided that the Massachusetts will not be completed, and you will have all of the iron intended for that vessel, which the naval constructor may think not advisable to retain, shipped to Mr. John Roach, at Chester, Pa., for the purpose of rerolling, keeping a strict account of the amounts so shipped.

Very respectfully, &c.,
(Signed) I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON,
Com'd't Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. F.

NAVY DEPARTMENT,
BU. CONS. & REPAIR,
July 14th, 1875.

SIR: Your letter of the 12th inst. (No. 119) relative to the shipment of iron belonging to the Massachusetts (formerly the Passaconaway) has been received. With the view of facilitating this shipment, Naval Constructor R. W. Steele was instructed to look out for vessels going to the yard under your command with coal, and he has reported to the bureau an engagement for this freight at $2 per ton, in accordance with the letter of Mess. Stetson & Co. to you of the 9th inst., which is herewith returned, and you will please have this iron shipped accordingly, consigned to John Roach, Chester, Pa.

Very respectfully, your ob't serv't,
(Signed) I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Command't Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. F.,
2d Cl'k to Comd't.

No. 119.] U. S. NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Office, July 12, 1875.

SIR: The inclosed letter, received this a. m., is respectfully referred to the bureau for its action. I can find no authority in this office from the bureau in relation to this iron, and therefore prefer getting instructions from the bureau before permitting the iron to leave the yard.

I am, sir, your obedient servant,

A. BRYSON,
Commandant, Commanding.

Chief Constructor ISAIAH HANSCOM, U. S. N.,
Navy Department, Washington, D. C.

U. S. NAVY YARD, PORTSMOUTH, N. H.,
Commandant's Office, July 12*th*, 1875.

Messrs. D. S. STETSON & Co.,
14 *No., Del. Avenue, Philad'a, Penn.:*

GENTLEMEN: I beg to acknowledge the receipt of your letter of the 9th inst. relative to the delivery of certain iron belonging to the Bureau of Construction and Repair.

In reply, until instructions from the bureau are received, it will be impossible for me to permit the iron to be loaded.

I have sent your letter to the bureau for its action.

Yours, respectfully,
(Signed) A. BRYSON,
Comm'd't.

A true copy.

HENRY A. MITCHEL,
1st Cl'k to Comd't.

PHILADELPHIA, *July* 9*th*, 1875.

Commodore ANDREW BRYSON,
Portsmouth Navy-yard, Kittery, Maine:

DEAR SIR: We have this day contracted with Naval Constructor R. W. Steele, esq., of our city, for carrying about 1,000 tons (more or less) out of the 1,200 tons of iron at Portsmouth navy-yard to Chester, Pa., at $2.00 per ton freight, and to be loaded free of expense to vessel.

Therefore we have to-day, under R. W. Steele, esq., instructions, given Captain Harry Thompson, of schr. Mary T. Bryant, an order for about 600 tons of the iron. The Bryant will sail to-morrow with a cargo of coal shipped by the U. S. Navy for Portsmouth navy-yard, and upon discharge of cargo will load the above iron for Chester, Pa.

We have also given Capt. Henry Sommers, of schr. Amos Edwards, an order for about 450 tons. She will sail about the 15th with a cargo of coal for Portsmouth navy-yard.

Hoping you will load both vessels with dispatch, we are, very respectfully,

D. S. STETSON & CO.

A true copy.

H. A. MITCHELL,
1st Cl'k to Com'd't.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Commandants Office, November 4, 1872.

SIR: You will be pleased to have made a balsa or raft, of Commodore Amman's plan, 16 feet long, and forward the same to the Kansas, either at New York, where she will remain for some time, or at Norfolk, where she will touch before proceeding to her station.

Respectfully,

J. C. HOWELL,
Commodore and Commandant

Naval Constructor THOMAS E. WEBB.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Office, September 30, 1872.

SIR: You will proceed to break up the Nantucket preparatory to rebuilding, and have the materials that will be of use in her reconstruction carefully preserved. The old copper not

suitable for use in the repairs will be boxed up and sent to the Washington navy-yard, to be re-manufactured.

The old wood not of use will be disposed of as directed in the case of the Marion.

Respectfully,

A. M. PENNOCK, *Commandant.*

Naval Constructor THOS. E. WEBB.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
July 14, 1875.

SIR: It has been decided that the Massachusetts will not be completed, and you will have all of the iron intended for that vessel which the naval constructor may think not advisable to retain, shipped to Mr. John Roach, at Chester, Pa., for the purpose of re-rolling, keeping a strict account of the amount so shipped.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Office, August 14, 1875.

SIR: In compliance with an order received from the Chief of the Bureau of Construction, you will please ship the third or last load of iron to Wm. Cramp & Sons, Philadalphia.

Respectfully, &c.,

A. BRYSON, *Commandant.*

Naval Constructor T. D. WILSON, U. S. N..
Navy-Yard, Portsmouth, N. H.

NAVY DEPARTMENT, BUREAU OF STEAM-ENGINEERING,
Washington, December 21, 1874.

SIR: The bureau has accepted an offer of the American Tube Works to remanufacture new tubes, such as the bureau may require, from the old brass tubes in the navy-yard under your command, belonging to this bureau

Please direct that all such tubes be delivered on board vessel for them as they shall request, and furnish the bureau with statement of the weights as delivered.

To be delivered without cleaning.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, May 11, 1875.

SIR: By direction of the Hon. Secretary of the Navy, the bureau has satisfactorily disposed of the material in the yard under your command which was examined and so recommended by the board, of which Chief Engineer Stewart was the senior member, to the Providence Steam-Engine Company, as follows: One pair 60 x 36 engines intended for the Illinois, with all the parts and fixtures therewith belonging that may now be in the yard. Two boilers intended for the Massachusetts, (46½ x 50.) reserving the four best for the vessel. Two boilers removed from the Nantasket; shafting, &c., removed from the Peoria; about twenty tons old scrap from the Plymouth boilers.

Please direct that the above, together with such old parts of machinery, wrought iron, and composition, as may be on hand, and for which there is no present or prospective use for purposes of this bureau, be placed under the derrick on the wharf, and the usual facilities of the yard afforded to the purchaser to facilitate the removal of the same. A careful ac-

count will be taken of each kind of material delivered under the following heads, viz: c iron, wrought iron, copper, and composition, and the weight of each sent to the bureau.

Respectfully,

WM. W. W. WOOD.
Chief of Bureau

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

NAVY DEPARTMENT,
BUREAU OF ST. ENGINEERING,
Washington, February 19th, 1874

SIR: Please ship to the Boston navy-yard any old scrap-iron that may be in the engin ing department at the Portsmouth yard, not probably needed for use there, which ca utilized in the rolling-mill of the Boston yard for bar-iron.

Respectfully,
(S'g'd)

W. W. W. WOOD,
Ch. of Bureau

Commod. J. C. HOWELL, U. S. N.,
Comd'g Navy-Yard, Portsmouth, N. H.

A true copy.
(S'g'd)

W. E. FENTRESS,
Comd't Clerk

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Office, October 4, 1872.

SIR: You will be pleased to have the boilers recently removed from the Plymouth up and the iron shipped to the Boston yard.

Respectfully,

J. C. HOWELL,
Commodore and Commandant

Chief Engineer THOM. WILLIAMSON,
United States Navy.

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Office, May 17, 1873.

SIR: You will be pleased to ship to the Boston yard the scrap-iron from the old boiler the Speedwell, and any other wrought scrap on hand not required for use in this yard, t may be suitable for being rolled into bar-iron.

Respectfully,

J. C. HOWELL,
Commodore and Commandant

Chief Engineer THOM. WILLIAMSON,
United States Navy.

COATESVILLE, PA., *February 6, 187*

COMMANDANT NAVY-YARD,
Portsmouth, N. H.:

SIR: Please deliver to John Roach & Son, or order, the boilers now in your yard, wei ing 500,000 pounds, purchased by us from the Bureau of Steam-Engineering on the ultimo.

Very respectfully,

C. E. PENNOCK & CO

Please deliver the iron specified above to Messrs. D. W. Richards & Co., or order.

JOHN ROACH & SON

UNITED STATES NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Offic

Forwarded October 8, 1872.

J. C. HOWELL,
Commandant

Please deliver the wrought iron in the within boilers to Messrs. The Nashua Iron Steel Co.

DAN'L W. RICHARDS & CO.,
New York

Statement of bills in the several departments of the navy-yard, Portsmouth, N. H., from December 1, 1875, to March 16, 1876, certified as being correct.

STEAM-ENGINEERING DEPARTMENT.

Date of original bill.	Date of approval by commandant.	Contractor or vender.	Amount.	Aggregate.	By whom certified.
1875.	1875.				
Nov. 19	Dec. 2	John H. Bailey & Co	$207 00		Head of department.
Dec. 1	Dec. 7	..... do	209 20		Do.
Nov. 24	Dec. 7	Russell & Odlon	89 25		Do.
Dec. 8	Dec. 11	Horace Bogart	80 00		Do.
Dec. 9	Dec. 11	John H. Bailey & Co	12 95		Do.
Dec. 13	Dec. 17	John P. Sweetser	18 56		Do.
Dec. 1	Dec. 21	Chalmers Spence Co	1,973 07		Do.
Nov. 12	Dec. 23	Samuel Adams & Co	15 00		Do.
Dec. 20	Dec. 27	Spalding & Parrott	37 50		Do.
Dec. 22	Dec. 28	Jos. H. Foster	4 00		Do.
Dec. 27, Dec. 28, Nov. 17	Dec. 28	Jackson & Co.'s Express	7 25		Do.
	1876.				
Nov. 15	Jan. 6	Eastern Railroad Company	86 00		Do.
1876.					
Jan. 10	Jan. 12	John H. Bailey	19 20		Do.
Jan. 7	Jan. 14	Jos. H. Foster	43 50		Do.
Jan. —	Jan. 15	Portsmouth Bridge Company	5 35		Do.
1875.					
Dec. 28	Jan. 17	William R. Preston	24 28		Do.
1876.					
Jan. 10	Jan. 19	John H. Bailey	102 66		Do.
Jan. 15	Jan. 19	J. N. Norton	77 00		Do.
Jan. 20	Jan. 24	John H. Bailey	32 00		Do.
1875.					
Dec 27	Jan. 27	C. E. Walker & Co	4 00		Do,
1876.					
Jan. 4	Jan. 31	American Tube-Works	184 65		Do.
1875.					
Dec. 10	Feb. 3	Walton Brothers	2,657 49		Do.
				$5,889 91	

CONSTRUCTION AND REPAIR DEPARTMENT.

Date of original bill.	Date of approval by commandant.	Contractor or vender.	Amount.	Aggregate.	By whom certified.
1875.	1875.				
Nov. 23	Dec. 2	W. F. Hyatt	$86 24		Head of department.
Dec. 4	Dec. 10	J. H. Bailey & Co	924 00		Do.
Dec. 6	Dec. 10	Eastern Railroad Company	1 65		Do.
Dec. 8	Dec. 10	Jackson & Co.'s Express	5 25		Do.
Dec. 13	Dec. 13	Joseph P. Morse	80 03		Do.
Dec. 14	Dec. 14	Degraw Aymer & Co	100 86		Do.
Dec. 10	Dec. 17	N. F. Mathes & Co	1 75		Do.
Dec. 10	Dec. 17	.....do	60 94		Do.
Dec. 13	Dec. 17	.....do	11 50		Do.
Dec. 18	Dec. 18	E. H. Jewett	671 47		Do.
Dec. 16	Dec. 23	Wm. R. Preston	108 26		Do.
Dec. 20	Dec. 23	Jos. H. Foster	24 00		Do.
Dec. 24	Dec. 24	John W. Griffiths	1,500 00		Do.
Dec. 29	Dec. 31	Jackson & Co.'s Express	6 50		Do.
	1876.				
Nov. 6	Jan. 8	Walton Brothers	104 04		Do.
Dec. 22	Jan. 8	.....do	232 36		Do.
Dec. 15	Jan. 8	W. F. Hyatt	195 06		Do.
Aug. 18, Sept. 22	Jan. 11	David Babcock & Co	619 90		Do.
1876.					
Jan. 1	Jan. 13	Portsmouth Bridge Company	4 05		Do.
Jan. 10	Jan. 21	A. P. Wendell & Co	10 11		Do.
Jan. 9	Jan. 26	Eastern Railroad Company	39		Do.
March 3	March 7	N. F. Mathes & Co	40 00		Do.
				$4,788 36	

Statement of bills in the several departments of the navy-yard, Portsmouth, &c.—Contin

YARDS AND DOCKS DEPARTMENT.

Date of original bill.	Date of approval by commandant.	Contractor or vender.	Amount.	Aggregate.	By whom certif
1875.	1875.				
Nov. 29	Dec. 3	Western Union Telegraph Company	$0 50	.....	Head of departm
Dec. 2	Dec. 7	Rider & Cotton	200 34	.....	Do.
Dec. 21	Dec. 22	E. H. Jewett	140 00	.....	Do.
Dec. 27	Dec. 29	C. H. Mendum & Co	261 00	.....	Do.
Dec. 23	Dec. 30	Geo. H. Hayes	157 52	.....	Do.
1876.	1876.				
Jan. 3	Jan. 5	Western Union Telegraph Company	4 14	.....	Do.
Jan. 3	Jan. 5	Portsmouth post-office	50	.....	Do.
Jan. 6	Jan. 14	S. Adams & Co	36 00	.....	Do.
Jan. 8	Jan. 14	Rider & Cotton	210 00	.....	Do.
Jan. 13	Jan. 15	Portsmouth Bridge Company	22 08	.....	Do.
Jan. 17	Jan. 25	N. F. Mathes & Co	96 46	.....	Do.
Jan. 18	Jan. 25	E. M. Brown & Co	4 00	.....	Do.
1875.					
Dec. 18	Jan. 29	Portsmouth Aqueduct Company	50 00	.....	Do.
1876.					
Jan. 31	Jan. 31	E. H. Jewett	140 00	.....	Do.
Feb. 3	Feb. 8	Western Union Telegraph Company	17 60	.....	Do.
Feb. 10	Feb. 19	Jackson & Co.'s Express	2 45	.....	Do
Feb. 19	Feb. 19	Geo. H. Hayes	157 52	.....	Do.
Feb. 12	Feb. 21	E. I. Wilson	100 00	.....	Do.
Feb. 16	Feb. 21	E. H. Jewett	140 00	.....	Do.
Mar. 6	Mar. 9	Rider & Cotton	210 00	.....	Do.
Mar. 9	Mar. 13	John H. Bailey	10 00	.....	Do.
Mar. 10	Mar. 16	S. Adams & Co	135 00	.....	Do.
				$2,095 11	

PROVISIONS AND CLOTHING DEPARTMENT.

Date of original bill.	Date of approval by commandant.	Contractor or vender.	Amount.	Aggregate.	By whom certif
1875.	1875.				
Nov. 30	Dec. 2	John Stokell & Co	$342 40	.....	Head of departm
Dec. 4	Dec. 6	Eastern Railroad Company	47 60	.....	Do.
Dec. 6	Dec. 7	Jackson & Co.'s Express	10 50	.....	Do.
Dec. 13	Dec. 13	Joseph P. Morse	8 58	.....	Do.
Dec. —	Dec. 16	Eastern Railroad Company	57 17	.....	Do.
Dec. 31	Dec. 31	John Stokell & Co	497 39	.....	Do.
1876.	1876.				
Jan. 4	Jan. 6	James E. Chase	22 00	.....	Do.
Jan. 13	Jan. 14	C. S. Knowles	60 00	.....	Do.
Jan. 13	Jan. 15	Portsmouth Bridge Company	2 20	.....	Do.
Jan. 24	Jan. 25	Rider & Cotton	67 95	.....	Do.
Jan. 31	Feb. 1	John Stokell & Co	376 80	.....	Do.
Jan. 26	Feb. 3	Jackson & Co.'s Express	1 75	.....	Do.
Jon. 31	Feb. 4	Eastern Railroad Company	19 37	.....	Do.
Jan. —	Feb. 7	Jackson & Co.'s Express	2 50	.....	Do.
Feb. —	Mar. 4	John Stokell & Co	225 22	.....	Do.
Mar. 8	Mar. 10	C. S. Knowles	64 00	.....	Do.
				$1,805 43	

EQUIPMENT AND RECRUITING DEPARTMENT.

Date of original bill.	Date of approval by commandant.	Contractor or vender.	Amount.	Aggregate.	By whom certif
1875.	1875.				
Nov. 19	Dec. 6	N. F. Mathes & Co	$24 00	.....	Head of departme
Dec. 10	Dec. 10	Joseph P. Morse	7 15	.....	Do.
Dec. 1	Dec. 13	John S. Rand	157 75	.....	Do.
Dec. 17	Dec. 29	Fletcher & Tauton	84 13	.....	Do.
Dec. 17	Dec. 29	Josiah L. Fairbanks	118 50	.....	Do.
Dec. 30	Dec. 30	Cyrus H. Hobbs	2 37	.....	Do.
	1876.				
Oct. 7	Jan. 8	Ludwig Goetze	10 10	.....	Do.
1876.					
Jan. 10	Jan. 21	Portsmouth Bridge Co	1 60	.....	Do.
Jan. 15	Jan. 21	C. H. Mendum & Co	458 75	.....	Do.
Jan. 12	Jan. 28	A. J. French	6 85	.....	Do

ment of bills in the several departments of the navy-yard, Portsmouth, &c.—Continued.

Date of original bill.	Date of approval by commandant.	Contractor or vender.	Amount.	Aggregate.	By whom certified.
1875.					
Dec. 18	Jan. 28	John E. Rider	$68 40	.....	Head of department.
Dec. 21	Jan. 28	Rider & Cotton	307 69	.....	Do.
Dec. 4	Jan. 31	John P. Sweetser	4 25	.....	Do.
1876.					
Feb. 8	Feb. 15	Eastern Railroad Co	40 30	.....	Do.
Jan. 28	Feb. 18	.....do	1 73	.....	Do.
Jan. 29	Feb. 23	.....do	1 59	.....	Do.
Feb. 28	Mar. 7	.....do	3 87	.....	Do.
Mar. 7	Mar. 15	.....do	15 15	.....	Do.
				$1,314 18	

NAVIGATION DEPARTMENT.

1875.	1875.				
Nov. 22	Dec. 8	Jos. H. Foster	15 95	.....	Head of department.
Nov. 27	Dec. 8	N. F. Mathes & Co	6 00	.....	Do.
Dec. 18	Dec. 18	Eastern Railroad Company	2 93	.....	Do.
Dec. 24	Dec. 30	.....do	2 61	.....	Do.
Dec. 27	Dec. 31	Jos. H. Foster	30 10	.....	Do.
	1876.				
Dec. 30	Jan. 4	Eastern Railroad Company	1 73	.....	Do.
Dec. 29	Jan. 6	H. H. Ham	7 50	.....	Do.
Dec. 20	Jan. 19	H. Bogart	6 80	.....	Do.
1876.					
Jan. 1	Jan. 19	Portsmouth Bridge Company	3 10	.....	Do.
Feb. 8	Jan. 17	Jos. H. Foster	18 00	.....	Do.
Mar. 4	Mar. 10	Rider & Cotton	30 55	.....	Do.
				$125 27	

ORDNANCE DEPARTMENT.

1875	1875.				
Dec. 9	Dec. 14	Eastern Railroad Company	$28 16	.....	Head of Department.
1876.	1876.				
Jan. 1	Jan. 14	Portsmouth Bridge Company	3 20	.....	Do.
				$31 36	
				16,049 62	

COMMANDANT'S OFFICE,
NAVY-YARD, PORTSMOUTH, N. H.,
March 16, 1876.

I certify the foregoing statement of bills to be correct, as per books in this office.

JOHN H. KNOX, *Clerk.*

[Circular.]

NAVY DEPARTMENT, BUREAU CONS. & REPAIR,
April 2d, 1875.

SIR: As it is desirable to reduce the expenses of the Government to the lowest practicable amount, it is considered feasible to decrease the cost of taking care of vessels at least fifty (50) per cent.

The expense of taking care of vessels having extra ship-keepers was introduced as a war-measure, when vessels were liable to be burnt by secret emissaries or spies, and was absolute necessary, but that necessity no longer exists. Where vessels are so safely moored, as to be considered perfectly safe from the effect of gale or sudden squalls, they can be securely closed against thieves or robbers; and, being put under the eye of a yard-watchman,

it seems that no ship-keeper is required, or that one ship-keeper can watch two or more vessels. The iron-clads can be closed and locked up, and be under the care of the yard-watchman, without any ship-keeper. In view of these considerations regarding the necessary economy to be observed, will you please inform the bureau what is the lowest number of ship-keepers absolutely necessary at the yard under your command?

Very respectfully, &c.,
(Signed) I. HANSCOM,
Chief of Bureau.

Comm. A. BRYSON, U. S. N.,
Comd't Navy-Yard, Portsmouth.

A true copy.

W. E. H. F.

No. 58.] U. S. NAVY-YARD, PORTSMOUTH, N. H.,
Commandant's Office, April 5th, 1875.

SIR: With reference to the bureau's circular letter of the 2ond inst., in reference to the reduction of ship-keepers at this station, I would respectfully recommend that three (3) ship-keepers and one (1) captain of ship-keepers be discharged, leaving six ship-keepers still on the rolls, and this number, I think, cannot properly be reduced until the Enterprise shall come out of dock. I will endeavor then to have her so moored as will enable me to make a further reduction of three (3) ship-keepers, should the bureau so direct.

Very respectfully, your obt. serv't,
(Signed) A. BRYSON, *Commandant.*

Chief Constructor ISAIAH HANSCOM, U. S. N.,
Navy Department, Washington, D. C.

A true copy.

W. E. H. F.

NAVY DEPARTMENT, BUREAU CONST'N & REPAIR,
April 7th, 1875.

SIR: With the view of reducing, as far as the public interests will permit, the expense incurred on account of ship-keepers, whenever the services of a captain or quarterman of ship-keepers, or both, are considered by you and the naval constructor as really unnecessary, they may be dispensed with, and a leading-man substituted therefor.

Very respectfully, your obt. servt.,
(Signed) I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. F.

No. 60.] NAVY-YARD, PORTSMOUTH, N. H., COMMANDANT'S OFFICE,
April 9th, 1875.

SIR: In compliance with the bureau circular letter of the 2d inst., I informed it, the bureau, in my letter No. 58, April 5th, that in my judgment three (3) ship-keepers and one (1) captain of ship-keepers could be dispensed with. In a circular letter from the bureau of the 7th inst., received this a. m., I am instructed as to the captain of ship-keepers; not so as to the three (3) ship-keepers referred to in my letter of the 5th inst. Will the bureau direct me as to whether I am or not to make the discharge of the three ship-keepert as recommended in said letter?

Very respectfully, your obt. servt.,
(Signed) A. BRYSON, *Comm'dt.*

Chief Constructor ISAIAH HANSCOM, U. S. N.,
Navy Department, Washington, D. C.

A true copy.

W. E. H. F.

[Telegram.]

WASHINGTON, D. C., *April 10th*, 1875.

Commodore A. BRYSON, U. S. N.,
Comm'dt N. Yard, Portsmouth, N. H.:

When ship-keepers are employed or discharged, the naval constructor will make the selection.

I. HANSCOM,
Chief of the Bureau.

A true copy.

W. E. H. F.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
April 12th, 1875.

SIR: Referring to your letter of the 9th inst., (No. 60,) the intention of the bureau was that your views relative to the discharge of the (3) three ship-keepers should be carried into effect.

The late captain of ship-keepers will be re-employed and retained as such.

You were telegraphed on the 10th inst. that in the employment and discharge of ship-keepers the naval constructor would make the selection.

Respectfully, your obt. servt.,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commo. A. BRYSON, U. S. N.,
Comdt. Navy-Yard, Portsmouth, N. H.

A true copy.

W. E. H. F.

NAVY DEPARTMENT, BU. CONS. & REPAIR,
Oct. 16th, 1874.

SIR: By direction of the Department, the following persons will be employed in the yard under your command: Dan'l L. Randall, as captain of ship-keepers, at $3.50 per day; Forest Trafton, as ship-joiner; Wm. Dennett, as laborer.

Very respectfully, your ob't serv't,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Comd't Navy-Yard, Portsmouth, N. H.

The above order will be complied with by the naval constructor.
(Signed)

A. BRYSON, *Comd't.*

A true copy.

W. E. H. F.,
2d Clerk to Comd't.

[Circular.]

NAVY DEPARTMENT, BUREAU CONS. & REPAIR,
Oct. 30th, 1874.

SIR: Captains of ship-keepers will have control of the ship-keepers, receiving his orders from the naval constructor, under the general supervision of the commandant of the yard, to be employed, with his assistants, in pumping and cleaning vessels, taking care of all lights used on board of vessels repairing, assisting in mooring vessels, and such other work as may be required, subject to the police regulations of the yard.

The ship-keepers will be selected by the naval constructor.

Very respectfully, your ob't serv't,
(Signed)

I. HANSCOM,
Chief of Bureau

Commo. A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

I certify this to be a true copy.

W. E. H. F.,
2d Clk. to Comd't.

INVESTIGATION BY THE COMMITTEE ON NAVAL AFFAIRS.

TESTIMONY

TAKEN BY

THE COMMITTEE ON NAVAL AFFAIRS.

APRIL 27, 1876.—Ordered to be printed.

BOSTON NAVY-YARD.

BOSTON, *March* 20, 1876.

EDWARD T. NICHOLS sworn and examined.

By the CHAIRMAN:

Question. What is your rank?—Answer. Commodore in the United States Navy.

Q. How long have you been on duty at the Charlestown navy-yard?—A. Since the 19th of October, 1873.

Q. Where were you on duty before that?—A. Immediately previous to that I was a member of the examining and retiring board in Washington. My service previous to that was as chief of staff of the squadron in China

Q. How many officers have you in the service of the Charlestown Navy-yard, and on board the receiving-ship, and who are they?—A. In the yard there are on duty twenty-one commissioned officers, of whom ten reside in the yard; at naval rendezvous, three; marine barracks, four; hospital, three; receiving-ship, eleven; and one pay-director as purchasing agent at Boston. Of those residing in the yard, there are the commandant, captain, commander in charge of ordnance and navigation, commander as aid to commandant, surgeon, pay-director in charge of provisions and clothing, paymaster of the yard, chief engineer in charge of department, naval constructor, and civil engineer. Marine barracks, one lieutenant-colonel in command, one captain, and two lieutenants. On board receiving-ship, one captain, one lieutenant-commander, three lieutenants, one surgeon, one assistant surgeon, one paymaster, one chaplain, one passed assistant engineer, and one lieutenant of marines. At the rendezvous, one captain, one lieutenant-commander, and one medical director. At hospital, one medical director, one surgeon, one assistant surgeon. At niter depot, Malden, one lieutenant-commander. Attached to the yard, other than the above, are five lieutenant-commanders, one lieutenant, one assistant surgeon, one chief engineer, two passed assistant engineers, and one chaplain.

Q. How many enlisted men?—A. Eighty-four in barracks, (marines;) on board receiving-ship, one hundred and seventy, crew and recruits and marines.

Q. How many clerks have you on duty here?—[List furnished to committee.]

Q. How many writers?—[List furnished to committee.]

Q. In your opinion, can any of the officers on duty here be dispensed with, without detriment to the public service?—A. My present impression is that some can be dispensed with. The civil engineer, in my opinion, can be dispensed with entirely. With the small amount of work now on hand, some of the junior officers might be dispensed with, but in ordinary times at least one assistant in each department would be necessary.

Q. Can any of the force of enlisted men be dispensed with without detriment to the public service?—A. No, sir; I can answer that positively.

Q. Can you dispense with any clerks?—A. My impression is, that one or two clerks may be dispensed with; that is, those that are called clerks—salaried clerks. I think all who are rated as clerks are regularly performing the duty of clerks.

Q. Can any of those whom you call writers be dispensed with?—A. I think they can. The usual number of writers, in the construction department, particularly, can be reduced.

Q. In what condition are your public buildings on the yard; in what state of repair—good, or otherwise?—A. They may be called in fair condition. Of course, there is more or less to be done to them at all times in this climate. In the winter, the slate roofs deteriorate more or less, and we always have a little patching to do. Men are almost constantly morking on them. There are no very extensive repairs required at present, except to floorings, &c., for which estimates have been made.

Q What vessels are being built here?—A. There are two yessels being completed, one of which was built by contract at East Boston, and the other built at Portsmouth by day's work. These vessels are being completed by contract.

Q. What are those vessels?—A. One is named the Adams, and the other the Essex, belonging to the class commonly known as the eight sloops of war.

Q. Where was the Adams commenced to be built?—A. At East Boston.

Q. Under contract?—A. Under contract with Donald McKay.

Q. Have you a copy of the contract?—A. I have. [Copy furnished. See appendix to testimony taken at Boston.]

Q. The Essex is here now, is she?—A. She is.

Q. Under contract for completion?—A. Under contract with Mr. McKay for completion.

Q. Have you a copy of the contract that he made with the Government to complete the Essex?—A. Yes, sir; there is one contract for completing both. The first contract that you called for is a contract with Mr. McKay for building the Adams.

Q. Complete?—A. Yes, sir; for building her complete—the hull.

Q. Fitted for sea?—A. No, sir; his contract was to complete the hull of the Adams; then there was a subsequent contract made with Mr. McKay to complete the Adams and the Essex, both combined in one contract. I do not call it a contract; I call it an agreement.

Q. Are they not separated in the stipulations of what he is to do for each, and what he is to receive for the work on each?—A. Yes, sir; what he is to receive for the work on each, and the work to be done on each.

By Mr. BURLEIGH:

Q. Is that the only contract relating to those two vessels?—A. That is the only one I know of. The first contract was for the building of the Adams, and this last was a contract for the completion of the Adams and the Essex; the Adams for so much and the Essex for so much. There are some differences between the work on the two vessels. There are some things which he was obliged to furnish for the Adams which he was excused from furnishing for the Essex by his contract.

By the CHAIRMAN:

Q. You were here in command when the Essex was brought around here from the Portsmouth navy-yard, were you not?—A. I was.

Q. Do you know whether or not there was a quantity of material in that vessel?—A. There was a quantity of material brought here, partly finished.

By Mr. BURLEIGH:

Q. For the purpose of completing her?—A. Yes, sir.

Q. (By the CHAIRMAN.) Was there an inventory of the material taken by any officer in your yard?—A. I presume there was. The material that came around in her was invoiced to the constructor of the yard, and he receipted for it, and the receipt was returned to Portsmouth. The constructor has that in his department.

[Copy of invoice furnished. See appendix to testimony taken at Boston.]

By Mr. BURLEIGH:

Q. Was there any value put upon that invoice?—A. I presume there was, but I can't say positively whether there was or not.

Q. Was there a board of survey, or was there any estimate made by your constructor, or any other officers here, what the cost would be to the Government of completing the Essex?—A. There was a board of constructors ordered for this purpose by the bureau, and its report was transmitted to the bureau.

Q. Was there any advertisement for bids for the completion of the Essex when she was brought here?—A. Not that I ever heard of, for the Essex or the Adams.

Q. Was there any advertisement for bids for the first contract on the Adams?—A. None that I am aware of. The earliest information that I remember in regard to the Adams was the receipt from the Bureau of Construction of a copy of the contract made with Mr. McKay. On reference to the files of my office, I find that printed proposals were issued on June 21, 1873. This was before I came here.

By the CHAIRMAN:

Q. In the making of a contract between Mr. McKay and the chief of the Bureau of Construction, could not the exact cost of the Essex be ascertained? Is it so separated from the Adams the entire cost of that vessel can be ascertained?—A. I presume it can, because the prices in the agreement or contract, whichever it may be, calling for the completion of the

Adams and Essex, were separate; so many thousand dollars for completing the Adams, so many thousand dollars for completing the Essex.

Q. Do you know whether there has been any subsequent contract made by those parties by which they are to do some additional work after completion?—A. I do not.

Q. Do those contracts, as far as you remember, embrace the making or building of the spars?—A. The second contract does.

Q. Are they working on those vessels now?—A. Mr. McKay has a very small force working on them; how many men I can't say.

Q. What is the prospect for finishing those vessels? At what time do you think they will be finished, probably?—A. That would depend somewhat upon the necessity for them. If they were wanted immediately, I should think they could be finished in four weeks, complete.

Q. What is the character of the workmanship on those vessels, as far as you have observed?—A. Very substantial, but I think not as well finished as our naval work.

Q. How will the hull of the Adams compare with the hull of the Essex, built in the Portsmouth navy-yard?—A. Very favorably so far as a general inspection enables me to judge; but I have not examined them critically and closely as to the manner of fastening, and so on; but as the Adams was built under the superintendence of naval constructors, Mr. Pook first, and subsequently Mr. Easby, regularly detailed for that purpose, it is only fair to presume that the work has been faithfully done. When Mr. Pook was detached from the yard, Mr. Easby was ordered to perform those duties. They were supposed to look after that vessel, and I presume they did; for I know they frequently went over to East Boston.

Q. Do you know whether Mr. McKay has made any claim for any extra work?—A. I don't know whether he has made any claim for extra work, but he has threatened to do so.

Q. Upon what ground?—A. Upon the ground that I had interfered with his plans and had caused him loss.

Q. Have you done so?—A. Not in any way that I am aware of. I have simply endeavored to keep Mr. McKay down to the terms of his contract or agreement.

Q. Has there been any disposition on the part of any officer over you to relieve him from any of the terms of his contract?—A. None that has come through me; none that I am aware of.

Q. Have you ever referred any questions of differences about his contract to the chief of the Bureau of Construction?—A. None between Mr. McKay and myself. The naval constructor who was superintending the work has referred questions to me, which I have referred to the bureau.

Q. How did the bureau decide them?—A. I can't positively answer. Sometimes, perhaps, in favor of the contractor, and sometimes, perhaps, in favor of the Government. In one instance that I remember, the bureau decided, I think improperly, in favor of the contractor, in regard to putting the tops over the mastheads. In the Navy, when masts are stepped, it is always considered the constructor's business to step the masts, and to put the tops over. Mr. McKay's contract was that he was to step the lower mast and place the bowsprit. It was reported to me that the mast was stepped, and that the vessel was then ready for the equipment department to take hold and rig her. Then it was reported to me that the tops were not over. I sent, through the constructor, to Mr. McKay, to have the tops put over the masthead, which he declined to do, saying that it was not a part of his contract. The question was referred, I think, by telegraph, to the bureau, and the bureau telegraphed back in reply, "Construction will put the tops over," and the tops were put over by construction labor in the yard.

Q. What was the cost of that work?—A. It would not be a great deal; probably it would not be more than $30 or $40.

Q. Do you remember any other instance where the Bureau of Construction relieved him from doing any portion of the duty which you think he is bound to do by his contract?—A. I am under the impression that he was relieved, under his contract for building the Adams, from making the spars for that vessel.

Q. Are the engines and machinery in both of those boats?—A. Yes, sir.

Q. What is your opinion about the engines and machinery; are they good, bad, or indifferent?—A. Not being a practical engineer I can only judge from the report of the inspecting engineers, which was sent through me, officially, that the engines are very good engines, and the work was very well and satisfactorily done. That was by contract with the Atlantic Works, at East Boston, I believe. They are the compound type of engines, with a corresponding type of high-pressure boilers. From all that I can learn the trouble seems to be more with the boilers than with the engines of the new vessels.

Q. They have compound engines in them, have they?—A. Yes, sir.

Q. What do you think of the policy of having vessels built by contract in the navy-yard? Can they be built better or cheaper by the Government in their own yard than they can be built inside by contractors from outside?—A. I see no reason why vessels cannot be built by the Government, by contract, in our navy-yards, the Government furnishing the materials, and the vessels being built under honest supervision, just as well and more cheaply than by day-work under the present system. What I mean by the "present system" is this: We labor under great disadvantages in the navy-yard compared with out-

side workmen, from the fact that we pay, in the navy-yard, by law, the same amount of money for a day's work of eight hours, that Mr. McKay or others pay for a day's work of ten hours, and, probably, sometimes more. Consequently the Government is paying ever day for two hours' work which it does not get, which, in the aggregate, taking the men at $3 a day, for instance, of ten hours' work, is 30 cents an hour, and eight hours' work, 37½ cents an hour. If you carry that out, with an average of five hundred men through the year, it is a very simple matter of arithmetic how much more the Government pays than it gets. But with the same independent selection and control of men and keeping them up to their work, as is the case outside, paying the same *rate* of wages as is paid outside, freeing the foreman, &c., from all political influence, and the *fear* of it, I see no reason why the Government should not do its own work as well and cheaply as by contract.

Q. Now, is there not some difference in the character of the labor which the contractor gets, and that which you get?—A. I think there is.

Q. Does not a contractor select his labor with reference to its skill?—A. Yes, sir; unquestionably.

Q. Is not some of the labor on the yard selected for you, and do you not have to take such as is sent to you, whether skillful or not?—A. The labor in the yard is required for by the heads of departments. A requisition is made like this: "John Smith, ship-carpenter, or blacksmith, as the case may be, required for service in this department." This requisition is signed by the head of the department, and is brought to me for approval. My signature, in approval, goes down, and the man or men are employed. The names of the men to be employed are generally given to the head of the department by the foreman. The head of the department naturally relies, more or less, upon the foremen in selections of men, supposing them to be better acquainted with their qualifications than he possibly can be. The foreman is, probably, a political appointment, and very naturally favors his friends, regardless of their efficiency.

Q. Is it not sometimes the case that political influences thrust men on you who are not good workmen?—A. I can't say that they have been thrust on *me*, but I think it is very safe to say that political influence does put a good many men into the navy-yard who are not worth the money the Government pays them.

Q. And those men you are bound to take?—A. The commandant has no power to reject them unless he *knows* them to be improper men.

Q. Have you ever rejected any men whom you knew to be improper men, for any cause, and been ordered by the Department at Washington to take those men into the yard?—A. No, sir: I don't remember of any case where men who were rejected on account of being improper men have been ordered into the yard.

Q. The question was, men who have been rejected for any cause?—A. No, sir; I think not. I don't remember of any instance.

Q. Do you know of any instance where politicians in the city have furnished lists of men to be employed, where requisitions have been made here in the yard?—A. There was a case occurred during the election excitement here at the time when Mr. Gooch was defeated for Congress. There was a list of some twenty men, the names being given, placed on my desk to be signed. Knowing that it was near the end of the month, and thinking it possible that the allotment for the month might be short, I sent for the constructor and asked him if he had money to pay these men for the balance of the month, and he said "no." I said, "Then why do you make this requisition?" He said, "The names are given to me by outside parties, with a request to require them." I questioned him as to who the outside parties were, and he replied, I am pretty certain that they were friends of Mr. Gooch, or Mr. Gooch's committee, or something to that effect. I said, "Why do you, when you know you have not the money to pay the men, make a requisition for them?" His reply was to the effect that the pressure on him was so great that he was obliged to do it. I said, "Very well, that being the case, I will not approve this requisition," and I did not approve it. That afternoon I received from him an official communication to the effect that the money for that month would be exhausted on the following evening, and it would be nesessary to make a requisition for additional money to carry on the work during the remainder of the month. In reply to that, I sent him an official letter, acknowledging the receipt of his, and said that as the money would be exhausted the next evening, he would suspend the entire force in the construction department until the first of next month. The suspension took place on Friday evening, and on Sunday I think it was, or Saturday afternoon, I received a telegram to make no suspensions in any department of the yard. That telegram came from the Naval Department. I have forgotten now whether it was sent by the Secretary or by Rear-Admiral Reynolds, who was acting Secretary at the time. A few days subsequently to that, I received a telegraphic order to employ twenty additional men. Whether the same twenty men were employed that I had refused to sign for, I don't know.

Q. Was that telegraphic order from the same parties?—A. It came from headquarters at Washington, from authority that I was bound to obey.

By Mr. BURLEIGH:

Q. Don't you think those same men were employed, whose names you found on your desk?—A. I think they were, from this fact, that this matter occurred just at the time that

Mr. Pook was detached from the yard. The requisition lay on my desk a day or two after Mr. Easby assumed the duties, and he came to me and said there were parties bothering him about a requisition for twenty men which had been sent in some days ago; they wanted to know why those men were not employed. I picked up the requisition that was lying on my desk, and said, "You can take this requisition to those gentlemen, and tell them that the reason they have not been employed is because I have not seen fit to approve the requisition, and do not intend to approve it." Either that day or the following day, I received the telegraphic order to which I have referred to employ twenty additional men. I did not make any inquiries to ascertain whether those twenty men were the same whose names were on the requisition, but the circumstances induce me to think they were.

Q. Do you remember any other instance where you have been ordered from Washington to take men on your rolls here for service in the last three years?—A. Yes, sir; I cannot enumerate them. I have orders upon orders to take on men, more than I could enumerate, but all of which are on file.

Q. Do they name the men whom you are to take on, in any instance?—A. In most instances they name the men who are to be taken on; in others the order is to take on so many men.

Q. Have you received any of those orders just preceding elections?—A. Yes, sir.

Q. Are they mostly about that time; that is, are the larger number of men required to be employed about that time?—A. The orders for the employment of the larger number of men are made immediately about election time—just preceding election.

Q. How many men were employed, if you remember, just preceding the election of 1874, on account of the election?—A. By reference to the records, I find that the number so employed, just preceding the election of November 4, 1874, was five hundred and eighty-six in construction department, and a few, about twenty-five, I think, in steam-engineering department.

Q. Will you furnish us a list of the number of men employed at the yard in each month for five years past, in all departments, and the number of men discharged each month?

(List furnished. See appendix to testimony taken at Boston.)

Q. Do you know whether those men, when they are employed at those times I have mentioned, have been required by those who employed them to vote a certain ticket, or to vote for certain individuals, as a part of the contract of their employment?—A. I can't say.

Q. Do you know that the men who are employed at those times do vote a certain ticket?—A. No, sir; I don't. I only know that there was a big row here after this election. The general impression was that nine-tenths of the men who had been employed on the yard had gone back on their employers. That was the report at the time, but of course it is not within my knowledge.

Q. Do they march them out to vote in a regular line, or do they let them go and vote as they please?—A. No, sir; nothing of that kind is done here. It has been the custom at this yard, at presidential and gubernatorial elections, to give a half-holiday, to allow everybody to vote, and for ordinary local elections it is just as the commandant pleases. I have generally allowed them an hour to vote, and I think that has been the custom for years here.

Q. Do you or not think that the practice which has grown up in the navy-yards of the employment of a larger force just preceding elections is detrimental to the public interests?—A. I think most decidedly so, sir.

Q. You think that the public service in all its parts ought to be kept entirely aloof from political partisanship?—A. Just as distinct and separate from it as it is possible to be kept.

Q. Do you know of any other reason operating against the building of ships in the yards as cheaply as outside of them, besides the two you have mentioned? Has a contractor outside any advantage over the Government, except those two to which you have referred?—A. I don't know of any other advantage that he has.

Q. Then, as I understand you, if the Government could select labor as a contractor does, and everybody does outside the navy-yards, the Government could build vessels cheaper and better in a yard than they can be built by contractors?—A. I think so, or certainly as cheap. I believe that our ships are stronger than merchant vessels; our ships are more heavily built and timbered than merchant ships of the same tonnage, and necessarily must be so, because they are subjected to greater and more diverse strains. In merchant vessels the strains are more uniform than in vessels of war, owing to the more equal distribution of weight; for these reasons, as well as the many more fittings and appliances of a man-of-war, it will always cost more to build them per ton than merchant vessels.

By Mr. BURLEIGH:

Q. Is there twice as much fastening?—A. No, sir; I should not think there was twice as much.

Q. How much more should you think?—A. That question could be more intelligently answered by a constructor. I merely have a general idea of it; I know that our ships are more heavily timbered, certainly, than merchant ships, and are better fastened; but as to the relative proportion I can't say.

Q. They cost about four times as much, do they not?—A. I know they cost a great deal more than merchant ships do, but I hardly think the disproportion so great as that.

By the CHAIRMAN:

Q. Do you know how much timber you have in your yard? Do you know whether you have timber enough to build a vessel complete in this yard?—A. I should think we had, certainly; I will not say about the different materials that would go into construction; there might be some of which we have not a large quantity; but I think we have on hand, in the yard, the main part of the materials, in the way of timber, necessary for the building of half a dozen ships. I can't answer the question positively, but I should think so.

Q. Have you all your live-oak timber in wet-basins?—A. No, sir; a very small portion of it.

Q Is any of it exposed to the weather?—A. Yes, sir; the last delivery of live-oak timber is all exposed to the weather.

Q. Has that been received by the Government?—A. Yes, sir.

Q. Who delivered that live-oak?—A. W. C. M. Swift.

Q. Why is not that in your wet-basins; because you have not room for it?—A. We have not the room, in the first place, and we have not the force to put it in. When I say we have not the room, I mean that it would require considerable time and expense to prepare a place for it. We have put some in, recently, brought from East Boston by water, by means of a derrick on the vessel that brought it over. It was lifted over the wall of the wet-basin and dumped in there.

Q. Was this live-oak timber required by your constructor, or was it sent here by orders from the bureau at Washington?—A. Sent here by orders from Washington; or rather, I was ordered to receive all the live-oak timber belonging to Mr. Swift in the navy-yard and vicinity.

Q. Do you know how much of the live-oak timber that you have received is out of the basin?—A. No, sir; but by far the largest portion of it is out of the basin.

Q. How many cargoes were received from Mr. Swift?—A. My impression is that there were three schooner-loads; perhaps more.

Q. Did you decline to receive it without orders?—A. I knew nothing about it until I received the orders from Washington. There were two cargoes of live-oak timber came here some time last fall, if I mistake not, brought by Mr. Swift. I refused to permit the vessel to come alongside of the yard; refused to receive the timber unless a contract, or an approved requisition, or an order could be shown for it. The schooners disappeared; where they went to I don't know. Some time after, I can't tell how long afterward, I received an order from the Chief of Bureau of Construction to the effect that Mr. Swift had some live-oak at East Boston, which he had agreed to deliver, according to navy-yard measurement, or Government measurement—something of that kind—and authorizing me to permit the timber-inspector of the yard to go over there and measure that timber for Mr. Swift. Subsequently to that I received a telegram (I can't give the date, but the whole correspondence is on record) to permit Mr. Swift to land his live-oak timber in the navy-yard. I telegraphed back to the effect, "How much timber, and at whose expense?" An answer came back, "25,000 cubic feet, Mr. Swift to land the timber, the yard teams to haul it away, and the Construction Department to be at no expense." When Mr. Swift had delivered his 25,000 cubic feet, I forbade his landing any more. I then received another telegram to allow him to land 25,000 cubic feet more, and subsequently an order came permitting the landing of more live-oak. How much he landed at that time I don't know, but my impression is that it was upward of 60,000 cubic feet. Then, not very long ago, came the order to receive all of Mr. Swift's live-oak in the yard and vicinity, which embraced the live-oak in East Boston also, supposed and believed by me to be that which was on board the two schooners that came here to the yard previously and which I had refused to allow to land their timber. But I would much prefer to have the committee call for the correspondence and records in this case rather than trust to my memory. I sent over there and had the timber inspected.

By Mr. JONES:

Q. Do you know that you have in the yard what your inspector inspected over there?—A. I have nothing more than the word of the inspector. He certified to the bills.

By the CHAIRMAN:

Q. You have the report of your subordinate officer, not only of the inspection, but of the removal of the timber here?—A. I have the certificate of the inspector made to the constructor; or rather, it is on the bills. The timber-inspector is a subordinate of the Construction Department. He inspects the timber and makes his report to the constructor, and when the bills are made out for this timber, the timber-inspector certifies on the bill that he has inspected and measured it, and that the amount is correct. It also has the signature of the constructor on it, and then it comes to me. Finding the names of the constructor and the man who has the handling and inspecting of the timber on the bill, the presumption is that the bill is correct. Then it receives my approval, and the bill goes to Washington to be paid.

Q. The point of my question was, whether all the timber which was inspected was removed over here and is in your custody?—A. I have every reason to believe it is. It was loaded as it was inspected and measured onto lighters, or on a vessel that we have here, what we call an "anchor-hoy," and brought over.

Q. How much of Mr. Swift's timber did you receive in all?—A. I can't say positively, but my impression is that there was somewhere about 80,000 cubic feet—possibly more or less.

Q. Where is that timber now?—A. A portion of it is in the wet dock. The larger portion of it is piled up in the yard.

Q. Under cover?—A. Not under cover.

Q. Is it not being injured by being exposed to the weather?—A. I should say it was injuring. The fact is, that we have not the space or the facilities for docking the amount of live-oak timber that is on hand in the yard. This timber that I am speaking of now is a very small portion of the live-oak timber that is in the yard, but all the rest of it is under cover.

Q. How much live-oak have you got in the yard that is not in your docks, aside from this that you are speaking of that is under cover now?—A. I can't say, but I should think there were several hundred thousand feet not in timber-sheds.

Q. What is the price of live-oak per cubic foot?—A. It varies. I don't think that any of it is below a dollar a foot; still, I may be mistaken about that, and it goes up as high as $2.50, I think, and perhaps higher.

Q. Do you know what Mr. Swift's timber was received at?—A. I don't know. There are various prices, according to quality.

Q. Do you know what the aggregate was?—A. I approved the bill, but I don't remember the amount. I will furnish that from the books.

Q. From whom did the Government purchase that live-oak which is under cover?—A. That was from Mr. Swift, also, I think.

Q. He has been a contractor in live-oak for a number of years?—A. Yes, sir; I think he has.

Q. Does any one else supply live-oak to the yard?—A. No one else supplies it that I am aware of. The schedule this year was for 25,000 cubic feet at this yard; but it does not seem to have been awarded to any one. Mr. Swift at that time had his timber on the yard, under the order that I spoke of, to "allow him to land his timber on the yard, but at no expense to 'Construction.'" And this timber was already on the yard, when the annual contracts were awarded. The schedule called for 25,000 cubic feet only.

Q. Do you know how much of that live-oak was advertised for in this contract you spoke of where the other man made the lowest bid?—A. 25,000 cubic feet; I think that was the schedule.

Q. And that has all been furnished by Mr. Swift for this year, has it?—A. He has furnished that and a great deal more, by order of the bureau.

Q. How much more has he furnished by open purchase?—A. I hardly know what you mean by "open purchase," in that sense. The schedule for this year called for 25,000 cubic feet of live-oak only. Swift had much more than this on the yard and at East Boston, and it was all received by order.

Q. That schedule came from your yard on requisition?—A. I am not aware that any requisition was made for live-oak. When the award is made on a contract, the successful bidder is notified that his bid is accepted, and he commences, according to the terms of his contract, to deliver. Mr. Swift already had on the yard, when the contract was closed, this large quantity of timber, exceeding 25,000 feet, and all of that timber was received, besides that at East Boston.

Q. The point I want to get at is, did your Construction Bureau here make out a requisition at the commencement of the year, originating with itself, for this timber?—A. Not that I know of.

By Mr. BURLEIGH:

Q. Do you know of any live-oak that has been brought here until within the last two years?—A. Soon after I came here—over two years ago—the live-oak was coming in here so fast that we couldn't handle it. At one time Mr. Swift had several schooners loaded with live-oak at the wharves, on demurrage, that could not be unloaded. We were unloading at the same time.

By Mr. JONES:

Q. Was that received by orders from the Department?—A. Yes, sir; my impression is that it was being landed when I took command of the yard.

By the CHAIRMAN:

Q. In the course of two winters will not that timber be destroyed, for useful purposes, for ship-building?—A. I think not; but it will be injured very much. It is very tough, hard wood, but of course the winter frosts and the summer sun tend to shake it a good deal.

Q. It will crack very badly by exposure to freezing weather, will it not?—A. Yes, sir; unquestionably the timber is very much injured by being exposed, but I should hesitate to say that it would be ruined by two years' exposure, because we have some here belonging to Mr. Swift, or supposed to belong to Mr. Swift, that has been here for five years. It was rejected when it came here, and it is as hard as a brick now.

Q. Is it not cracked?—A. Yes, sir; it is cracked.

Q. Does not that injure it very much?—A. Yes, sir; of course. It was rejected timber in the first place, and we have never been able to get it out of the yard.

Q. One of the principal ways in which it would deteriorate is by cracking to pieces; that is the reason I asked the question whether it would be cracked in two winters?—A. It would be very much injured, undoubtedly. Where it is exposed in that way they nail slabs across the butts to prevent it from splitting.

Q. How much of that timber is on the yard, unreceived by you, belonging to Mr. Swift still, what you call rejected?—A. It is impossible for me to say. I gave directions a few days ago for the constructor to furnish me a list of all rejected material there was on the yard. He has not been able to furnish me that yet, but I will furnish a copy of that list.

(List furnished. See appendix to testimony taken at Boston.)

Q. Has there been any necessity for the expenditure of this large amount of money to purchase this large supply of live-oak on this yard?—A. I should say that it would be hardly necessary to procure such a large supply so rapidly. It is advisable to have a good stock of seasoned material always on hand, but whether it is judicious to accumulate it in such a short space of time is doubtful. I should be rather in favor of accumulating it more gradually, which would leave more money to be used for building and repairing ships; this accumulation of timber was a subject of general complaint among workmen, as it left but little money for the employment of labor.

Q. Have you a large amount of other timber on the yard besides live-oak?—A. Yes, sir; we have a large amount of white-oak timber and yellow pine.

Q. Have you the means of taking care of it, and preserving it?—A. Most of it, I think, is under cover.

Q. Have you got as much or more than you want?—A. I don't think we have as much of that kind of material on hand in proportion as we have of the live-oak.

Q. Is it liable to waste by being retained a long time on hand?—A. I think the pine, after a certain time, does deteriorate.

Q. Who furnishes you with your pine timber and white oak?—A. The majority of the white-oak timber comes from Maryland and Virginia, I think, and the pine from farther South. There is a man by the name of McCulloch, who has just delivered a cargo of white-oak logs. That was delivered on contract, and that is the only contract that I can call to mind now. There may have been other contracts for white oak, but a great deal of the timber and lumber that is furnished here is furnished by Mr. Trickey, formerly of the firm of Trickey & Jewett. I think there is no such firm now.

Q. He has been a contractor for a number of years, has he not?—A. I think he has, or has furnished lumber.

Q. Who furnishes you your coal?—A. That is furnished by contract from Philadelphia. Each department has its own coal.

Q. When you use that word "contract," do I understand you mean annual lettings by bids?—A. Yes, sir.

Q. Is there a certain amount furnished under contract, and then a larger amount by private contract with the same parties during the year?—A. I think not, sir. It might happen that, owing to some extraordinary circumstance, the annual supply of coal under the contract would not be sufficient to carry us through the year. Then the coal is purchased in open market. Generally, it comes from Philadelphia, brought by schooners. During what we call the Cuban war excitement, over two years ago, our stock of coal here was exhausted; that is, of steamer-coal, which is furnished by the Bureau of Equipment; and I wrote to the bureau to say that we were out of coal entirely, and they ordered two cargoes of coal from Philadelphia.

Q. They send to you every year to make an estimate of what you want of coal, live-oak, white oak, and other things which are necessary for your yard here. Now, when you make out your estimates for the amount which you deem sufficient to run the yard for the year, has it not been the habit of the Department at Washington to cut that down very largely in its annual lettings?—A. Not that I am aware of.

Q. Do they not furnish a small portion by annual lettings, and then purchase the rest in the open market during the year?—A. I don't know of any case of that kind. The only instance, as I say, that I have any recollection of is that case where coal was purchased in that way at the time of the Cuban war. We fitted out two large ships, which made a very large hole in our coal-pile, and the Bureau of Equipment ordered two cargoes of coal from Philadelphia. There is an officer stationed at Philadelphia, who purchases coal direct from the mines. I don't think that the price paid for coal in any department this present fiscal year was over $7 a ton. We got ours in the Yards and Docks Department at $6.39 a ton, I think. That low price was owing entirely to the low freights.

Q. Do you know anything about any material being shipped from this yard to any other part of the United States by order of the chief of bureau, or Secretary of the Navy?—A. Yes, sir; there have been large quantities of material shipped.

Q. What material?—A. Iron and steam machinery, and composition propellers, and a lot of scrap composition.

Q. Where has it been shipped to, and to whom?—A. My impression is that it was shipped to John Roach. The iron was iron-plating that came off of the monitor Miantonomoh, which

vessel was put into the hands of Mr. Roach to rebuild, and the machinery that was shipped away was also the machinery of the Miantonomoh, which was sent to Mr. Roach also. The composition-propellers were some that had been removed from vessels. Then a large quantity of new plate-iron, that had never been used, which was intended for an iron-clad now on the stocks, the Oregon, was also shipped away to Roach. There was also a large quantity of scrap-composition delivered to E. H. Ashcroft, of Boston.

Q. Do you know the amount?—A. The books will probably show, because everything was weighed.

Q. Do you know under that contract it was shipped away to Mr. Roach?—A. I do not. I simply had orders to send it away.

Q. Do you know anything about any gun-carriages that have been shipped off anywhere?—A. No, sir; I don't remember any gun-carriages being shipped off. There was quite a large number of gun-carriages sold at auction some time ago that were obsolete, and I believe some were furnished for experiments at Nut Island.

Q. By whose orders were they sold?—A. By the orders of the chief of Bureau of Ordnance.

Q. Were they advertised?—A. They were sold at advertised auction.

Q. Who purchased them?—A. They were purchased by different parties. They were not all purchased by one party. A good many were purchased by people for the purpose of breaking them up for fire-wood; at least, that is my impression.

Q. Were they useless to the Government? Had they been condemned?—A. They had been condemned. Possibly they might have been used in case of emergency, but they were old-style gun-carriages intended for guns that were out of date, as I understood the thing.

Q. Do you know what those gun-carriages sold for?—A. I do not. The books will show, and the ordnance-officer would be a witness on that point.

Q. What was the character of the iron that you were ordered to ship off to John Roach; was it new iron?—A. A portion of it was new iron, just as it had been delivered here in the yard, intended for the plating of the Oregon. It varied in thickness from one to three inches.

Q. Was it suitable for plating?—A. It was intended for armor-plating.

Q. Was it fit for it?—A. Yes, sir; presumed to be. I should think it was fit, because it was sent here for that purpose. I don't know anything to the contrary. There was also other iron which was the plating which came off of the monitor Miantonomoh. The wood was found to be very much decayed, and her turrets were taken off of her, her machinery all taken out, and her hull was stripped entirely of its iron-plating, which was all piled here in the yard. That iron-plating, and the new iron-plating that was intended for the Oregon, and the steam-machinery belonging to the Miantonomah were all shipped, I think, to John Roach. I don't now recall any other name than his.

By Mr. BURLEIGH:

Q. Will you tell us what was done with the hull of the Miantonomoh?—A. The hull of the Miantonomah was towed by the steam frigate Powhatan from here to New York. The machinery had been taken out of her for some years. She was nothing but a rotten hulk lying here with no deck on her at all. I received orders from the Bureau of Construction to furnish estimates of what it would cost to put her into condition to be towed to New York. The machinery and plating that came from the vessel were sent away by orders of the Department.

Q. What was the idea of towing that rotten ship around to New York?—A. That I can't say. My orders were to prepare her to be towed to New York.

Q. What did you do?—A. We spent, I think, somewhere in the neighborhood of $4,000, possibly a little more, in covering her over. We put a rough deck on her to keep her from filling up with water in case she got into a seaway, and calked her sides. We calked her outside partially; didn't give her any very thorough calking, of course, and she was towed around to New York by the Powhatan.

Q. Was she known to be rotten when she left here?—A. Yes. She had been condemned for years and laid here for years at the wharf.

Q. What should you say was her value?—A. Nothing at all; only an empty shell.

Q. You spent $1,000 on her?—A. The estimate was, I think, upwards of $8,000, and the bureau authorized an expenditure of about $5,000, I think, to prepare her so that she might be towed around without danger of sinking.

Q. Where did she go from there?—A. I don't know anything beyond her arrival at New York, but I am told she was towed from there around to Chester to be repaired by John Roach.

By the CHAIRMAN:

Q. Was that machinery which was shipped around to Roach good machinery? Was it a good engine?—A. Yes, sir; it was a good engine. I don't know what type of engine it was, but it came out of the Miantonomoh.

By Mr. JONES:

Q. Was it stove up here?—A. No; it wasn't broken up. My impression is that everything connected with the machinery of that vessel was shipped by schooners to Chester, Pa.

By the CHAIRMAN:

Q. Do you know of any copper having been shipped away from the yard?—A. If I remember rightly, we shipped at one time some bolt-copper to Portsmouth for use in the yard there. We had a surplus stock.

Q. When was that shipped to Portsmouth?—A. It was some time ago; I can't tell the date.

Q. Have you shipped any timber from here to Mr. Roach?—A. No, sir.

Q. Have you ever shipped any timber to anybody else?—A. None that I know of. During the building of the Adams at East Boston, we furnished a good deal of timber to McKay by orders of the Department.

Q. Did his contract provide that he was to be supplied with timber?—A. No, sir; the contract was that he was to be supplied with the live-oak frame only, and we kept an account of all this material and timber that was delivered to him, and it was charged to his contract. That is, I suppose it was. I know there was a deduction of some $18,000 made at one time.

Q. Do you know of any officer or employé of the Government who has given any consideration in money, property, or the representative of either, for any position, or for any benefit to be derived therefrom?—A. No, sir; I do not.

Q. Do you know of any contractor, or other person not connected with the Navy, who has given any money, or property, or the representative of either, to any person connected with the Navy, for the procurement of any contract or other benefit from the Government?—A. No, sir; I do not.

Q. Do you know of any person connected with the Government who has received any money, or property, or any present, for the procurement of any office or any contract, or any benefit connected with the naval service, either as officer, contractor, or employé?—A. No, sir.

Q. Do you know of the fraudulent or improper removal of any of the arms, munitions, or material for ship-building, tools, or property of any kind, belonging to the Government?—A. Some seven months ago, by authority of the Chief of the Bureau of Yards and Docks, and on my recommendation, a dredging-machine belonging to the Government was loaned to private parties under the following circumstances: These parties had a contract with the harbor commissioners to dredge out a shallow place between the city of Boston and the navy-yard, running over toward the navy-yard, and sometimes it had been a little inconvenience to us. They made a written proposition, that if the Government would loan this dredger to them for this purpose, for ninety days, they would take the dredger exactly as she was, put her in thorough repair, and return her to the Government at the end of ninety days, in thorough working-order. The dredger was at that time hauled up on the blocks with a considerable hole in her bottom, considerably out of repair, her boiler and machinery entirely out of her, and stowed away in the shop, and needing a good many repairs. I had an estimate made, previously, of what it would cost to put that dredger in thorough repair for the Government use, if we were to do it ourselves in the yard, and it amounted to upward of $2,000. These parties, as I say, sent in their proposition to take her exactly as she was, put her in thorough working condition, and return her in that condition, for the privilege of using her for ninety days, under this contract. The civil engineer of the yard submitted their proposition to me, with a strong recommendation that it be accepted, on the ground that we should want to use the dredger ourselves in a short time, and here was an opportunity to have her put in thorough order without any expense to the Government. I submitted the proposition to the chief of bureau, and recommended its acceptance, under the circumstances. The bureau acceded to it, and authorized the loan of the dredger. She was repaired on the blocks, and put in good condition, and taken away, and was performing her work, when I received a copy of a letter from a firm of dredgers here, Woolley Brothers, my impression is, to Collector Simmons, complaining that the navy-yard dredger was doing private work, and was interfering with the business of regular dredgers by working at a lower price than they could afford to work, and the navy-yard dredger was doing the work at a lower price, because its repairs and expenses were paid at the navy-yard. Mr. Simmons sent this letter to the Secretary of the Navy, and the Secretary of the Navy referred it to the Chief of Bureau of Yards and Docks, and he sent the correspondence to me. I immediately called on the civil engineer for an explanation of the matter. His explanation was not satisfactory to me, and by direction of the Bureau of Yards and Docks, I ordered a board to investigate the matter, and that board made a thorough investigation of it, and developed the fact that much of the expense that was put upon that dredger was put upon it here in this yard, at the Government cost, and with the knowledge and connivance of the civil engineer of the yard. The report and the entire evidence in the case were sent to Washington, and laid before the Secretary of the Navy four months ago, and no action has been taken on it yet. That is the only instance I can recall now.

By Mr. BURLEIGH:

Q. Was not the civil engineer suspended?—A. No, sir.

Q. No notice was taken of it?—A. No notice was taken of it so far as I know.

By the CHAIRMAN:

Q. State whether or not, when this matter was charged to this civil engineer by the board, he went to Washington to see about it?—A. He did not, at that time.

Q. Did he afterward?—A. He did subsequently.

Q. Do you know what he said when he returned?—A. I don't, except from rumor.

By Mr. BURLEIGH:

Q. Do you know how long he was in Washington?—A. My impression is he was there two weeks, perhaps longer.

By the CHAIRMAN:

Q. Have you any use for such an officer as a civil engineer in your yard?—A. I don't consider that we have.

Q. He is one of the officers that could be dispensed with without any detriment to the public service?—A. Yes, sir; my opinion in regard to the employment of civil engineers in yards is that it is simply a waste of money. We pay the civil engineer $3,000 a year, when there is really no engineering work that a person of good common sense could not perform. He has a clerk, and he is virtually the head of the department of yards and docks. If that department should shut up, everything would be obliged to shut up.

By Mr. JONES:

Q. Couldn't his duties be performed by the constructor, the boss joiner, and captain of the yard?—A. The constructor need not have anything to do with it, and the captain of the yard is already doing double duty, and the constructor has ample work in his own proper department.

Q. He might have to repair your docks?—A. Yes, sir, the gates.

By the CHAIRMAN:

Q. You could have his work performed very well by somebody and save that money?—A. Yes, sir; I think that any intelligent naval officer (they are being paid all the time) could perform the duties. I have always advocated getting rid of the civil engineer. He is a civil appointment, and, as a general rule, a political one, too; a head is necessary simply to keep things running straight in the department. A naval officer, say a lieutenant or lieutenant-commander, could take his place. And as he is on pay all the time, there would be no additional expense, and in my opinion the Government's interests would be more honestly cared for.

Q. Have you such an officer as captain of ship-keepers on your yard?—A. Yes, sir.

Q. Can that officer be dispensed with?—A. I should think he could be dispensed with and substitute some one at a less rate of pay. The constructor has charge of the ship-keepers, for all purposes of watching ships, &c., and has the nomination of them.

By Mr. BURLEIGH;

Q. Why does the constructor need a captain of ship-keepers?—A. It is a kind of police force, and on the same principle that in the police force of a city there are patrolmen, and roundsmen, and sergeants, and lieutenants, captains, &c. We have, for instance, here, I will say, twelve ship-keepers; for those twelve ship-keepers we have a captain and two quarterman. The captain received $1.50 a day. We have twenty-seven watchman, who are entirely separate and distinct from the ship-keepers. They are divided into three watches, nine in a watch, and, even at that, it is a small force to cover so large an extent of territory, where there are so many hands, and such a large water front open for thieving. They have three captains. It is necessary to have some one to oversee the watchman and ship-keepers, and see that they are vigilant and on their posts; to go around and visit them during the night, &c. As a comparison between the manner in which the service of one bureau is conducted and that of another, I will state that those three captains receive $2.75 a day.

Q. They are landsmen?—A. Not always. Some are sailors and soldiers.

Q. It is intended that a ship-watchman shall be a sailor, is it not?—A. A ship-watchman ought to be a sailor. I have tried, as far as I could, since I have been here, whenever there has been occasion to take one in, to take a sailor.

By the CHAIRMAN:

Q. You think that the captain of ship-keepers can be dispensed with?—A. Yes, I think he can be dispensed with. My impression is that there are a captain and two quartermen. If there is only one quarterman, I should say that if the captain of ship-keepers is dispensed with, another quarter-man should be appointed; but if there are two quarter-men, I don't think a captain is required.

Q. Couldn't the marines perform the duties of watchmen, and dispense with the watchmen entirely?—A. I think they could, under a different system.

Q. Do you know of any other person using the labor or property of the Government for the use and benefit of private persons, except in the instance you have mentioned?—A. No, sir.

Q. Do you know whether any of the bills of one fiscal year are carried over and paid out of the appropriations for the next succeeding year? Have you any orders on that subject? —A. Yes: I know that I have been ordered to change the dates of bills, to bring them within the fiscal year for the purpose of being paid, but, of course, I don't know whether those bills were paid out of the money of the fiscal year they were not incurred in or not. The presumption is that they were. The authority on which bills are incurred is required to be indorsed on the bills. In one case a set of bills came back with orders to make a new set, leaving off the indorsement of the authority. A set was made out in accordance with those orders, and that set came back again with orders to date them subsequently to the 1st of July, which was done.

Q. The changes required to be made by this correspondence were all to adapt your accounts to the new fiscal year, were they not?—A. I presume so, sir.

Q. When the appropriation for the current year is exhausted, what course do you take about your bills? Do you issue certificates of indebtedness, or anything of that kind?—A. No, sir; I have never done so.

Q. Do you know how much money is to the credit of your yard here now?—A. No, sir; I don't, except in one department—the department of yards and docks. The allotment for that department for the fiscal year is made at the beginning of the fiscal year by the chief of Bureau, and the commandant knows exactly what he has got to run on for the year, and regulates his expenses accordingly. The department of yards and docks is considered to be under the more direct supervision of the commandant than any other department.

Q. Is not the same course pursued in the other departments?—A. No, sir; the other departments make their monthly requisitions on the heads of the bureaus, and the amount is allotted. I have to do the same in regard to yards and docks. For instance, the Chief of Bureau of Yards and Docks writes me and says: "The amount of money allowed for the Boston navy-yard under the head of 'repairs and preservation' for the coming fiscal year will be so much; under the head of 'general maintenance' it will be so much. That is all the money you will be allowed for the fiscal year." Then it is left to the commandant to expend that money in the most judicious manner, in such works as have been previously recommended to the bureau. It is not left with the commandant to spend it exactly as he pleases, but he is to make an annual statement to the chief of bureau of what is required, &c.

Q. Do you know whether or not the parties from whom your purchasing paymaster purchases in open purchase pay him any commission for favors accorded to them in giving them contracts?—A. I don't know that they do. It is strictly prohibited.

Q. Do you know anything about the breaking up of the Virginia?—A. No, sir; the commencement of the breaking up of the Virginia was before I came to the yard, but the work has progressed so far that she is useless without a very heavy expense.

Q. How long has that vessel been at the yard?—A. She has never been launched. She has been on the stocks a great many years.

Q. When did they commence tearing her down?—A. It is over two years and a half ago, because it was begun before I came here.

Q. What was the object in tearing her down?—A. The reason given for it, according to the records, was, that they wanted the slip where she was to build a new ship in.

Q. Have they occupied it for the purpose of building a new ship since?—A. No, sir; they have not got rid of the old one yet.

Q. Two years ago, preceding the election, were there not hands employed here who were discharged immediately after the election?—A. Yes, sir.

Q. Would it not be beneficial to the public to tear that vessel down and get it out of the way?—A. She is of no earthly use as she is now. Her room would be better than her company. This expense could have been saved by having her torn down by private persons and giving them the timber, the Government taking the metal. Her frame is of live-oak, and it is as hard as iron. They saw her up in great blocks. They took a good deal of the planking off of her decks.

By Mr. JONES:

Q. Were you at this yard during the erection of the timber-bending machine?—A. I was not.

Q. Will you ascertain and give us the particulars in regard to the bending-machine?

(Contract and correspondence furnished. See appendix to testimony taken at Boston.)

Q. What is your opinion of the benefit of that bending-machine to the Government?—A. That is a difficult question to answer. I have never seen any of the results of its operation, but my common-sense view of it is, that a piece of bent timber is not as strong as a piece of naturally curved timber.

Q. Then you would not consider it of any benefit to the Government, would you?—A. I should think it was of very little benefit, if any.

By the CHAIRMAN:

Q. What is your opinion of ships built by contract for the Government?—A. As a general rule they are not as well built as ships built by day's work in navy-yards.

Q. Is it detrimental to the Government's interest to have contract-work performed in the navy-yard where the contractor has the privilege of using the tools and everything else in preference?—A. In revising the answer to this question, I would say that reflection upon the matter involved has caused me to change my views somewhat. I think the Government interests would suffer in a measure, for while the work would be supervised by Government officers, they could not exercise the same control over the employés as if they were in Government employ. The use of the tools and valuable machinery by them would be objectionable, because they have no interest in them, and therefore would be indifferent to their preservation. If the Government were doing work at the same time, there would inevitably be clashing and jarring, and it would be decidedly objectionable to have contractors' men roaming at will about the yard.

Q. Has the chief ever ordered you to receive timber or other material that had been rejected by the constructor?—A. No, sir; I have no recollection of having received any such orders.

Q. What was the nature of the investigation regarding white-oak knees at this yard about two years ago?—A. It was reported to me by an outside party, a citizen, that he had been in the habit of furnishing knees in the name of another party, that he had received pay for those knees from a Mr. Spooner, who was the receiving clerk in the construction department, and that he had now brought in a lot of knees which they were trying to cheat him out of the pay for, or something of that kind. I asked him how it was he got his pay here at the yard, when all public bills were paid by the paymaster in Boston. He said he didn't know how it was, only he knew that he got his money from Spooner. I immediately called a board to investigate the matter, and that board went into a thorough investigation of it, and developed the fact that this man, whose name was Jarvis, had been delivering knees in the name of Matthew Keeney. He testified that he had paid Spooner $500 for the privilege of delivering five hundred knees. Spooner denied that statement. Upon examining the books, it was found that the bills on which Jarvis testified he had received a certain number of dollars, had been made out against the Government to Matthew Keeney for considerably more, how much I don't remember now, than had been paid to said Jarvis. The whole transaction proved collusion and fraud on the part of Spooner and his subordinate in that department, and immediately upon the completion of the investigation I suspended him from duty. He was a Department appointee, and of course I could not dismiss him. I sent the report to Washington, with a recommendation that the man should be immediately dismissed. The board also recommended that the man should be immediately dismissed, as being unfit for the position, untrustworthy; and there the matter hung, I don't know for how long, but a considerable time, and Mr. Spooner never was dismissed.

By Mr. BURLEIGH:

Q. Is he here now?—A. No, sir; another man was appointed receiving-clerk, but Mr. Spooner was never formally dismissed.

By Mr. JONES:

Q. He has never been called since?—A. No, sir; he has not been called since.

By the CHAIRMAN:

Q. Those knees were brought into the yard, and they must have been inspected?—A. Yes, sir.

Q. To fill a contract with whom?—A. To fill a contract with Matthew Keeney. He claimed that he did not know anything at all about them. Mr. Keeney kept a corner grocery-store here in Boston, and he did not know a ship's knee from a bale of hay, but he let his name be used as a contractor, and this man Jarvis claimed that he paid $500 to Spooner for the privilege of delivering those five hundred knees, which Spooner denied. The whole thing is on our records here.

By Mr. BURLEIGH:

Q. Is that the only instance of that kind that has come to your knowledge?—A. That is the only instance of that kind of transaction.

By the CHAIRMAN:

Q. Are any articles received here after having been rejected?—A. It is sometimes the case that when articles do not come fully up to the contract, they are received at a reduced price. That is the case sometimes with timber. Timber may be a trifle short of what the contract calls for, but it is good timber, and will work in very well for some other purpose, and in that case it is sometimes received at a deduction.

Q. Did you receive any communication from I. Hanscom about 23d October, 1874, requesting you to approve requisitions for men; and, if so, will you furnish us a copy?—A. I did receive such a letter, and will furnish a copy. (See appendix to testimony taken at Boston.)

BOSTON, MASS., *March* 21, 1876.

Testimony of Commodore E. T. NICHOLS resumed.

By the CHAIRMAN:

Question. I think when we stopped last evening we were talking about the Adams, and about the material supplied to Mr. McKay. I see he is to complete that vessel according to the contract for $184,500, the live-oak timber to be furnished him by the Government. Did the Government furnish Mr. McKay in the first contract with any other material except live-oak—his first contract on the Adams?—Answer. Yes, sir; in this way: I was directed by the Chief of the Bureau of Construction to furnish Mr. McKay with such materials as he might require in the construction of the Adams and to charge those materials to the account of his contract. Some time subsequent, I think, to the launching of the vessel, bills for the eighth payment, as I recollect it, were sent to me from the bureau, with instructions to ascertain whether or not it was safe to allow McKay another payment (the eighth) under the terms of his contract. I had a calculation made from the constructor's books, by the naval constructor, who was the superintendent of the vessel, of the amount of material that had been furnished to Mr. McKay, exclusive of the live-oak frame, which amount I charged as so much money paid to Mr. McKay on his contract. After making the necessary calculations I reported that Mr. McKay had already received the eighth payment and a portion of the ninth, and that if the bureau was satisfied of McKay's ability to complete the vessel for the sum of the tenth payment and gross reservation, he was entitled to $9,465 as the cash portion of the ninth installment, and to no more until the vessel is completed. Not long afterward the bureau informed me that it had approved a bill in favor of McKay, on account of his contract, amounting to $12,000.

Q. Well, had the bureau ordered each one of the payments to be made to him, and the reservation also, leaving the matter of the timber open for further settlement?—A. That I could not say, sir; I can only say what my action was in regard to this communication from the bureau, inclosing these bills to me, and that I ascertained that Mr. McKay, according to the terms of his contract, had already been paid beyond what the contract called for, charging the material he received as so much money.

Q. Leaving the material out, then how was it?—A. Leaving the material out, I think he had not been paid up to the terms of his contract.

Q. How does the contract stand to-day? Has he been paid in full?—A. That I could not tell. That is the only money transaction in connection with the first contract of the Adams that came under my supervision at all.

Q. Do you know whether Mr. McKay had any charge for any extra work, or any demurrage, caused by the Government interfering?—A. I don't know personally that he had. But it was very currently reported, about the time of the launching, that Mr. McKay had refused to launch the ship, because the launching was not mentioned in his contract, and that he was allowed $5,000 to launch her.

Q. You don't know whether that is true or not?—A. No, sir; I gave that as the current rumor.

Q. From whom could we obtain that information? Would it be the constructor, or a paymaster, or Mr. McKay?—A. I presume from Mr. McKay himself.

Q. Do you know anything about the value of launching that vessel?—A. No; I do not, except that, from general knowledge, I should say that $5,000 for launching a ship of that kind was an extravagant price; very extravagant.

Q. Would $4,000 be an extravagant price?—A. I should think so, sir. The preparations far launching a merchant-vessel are very much more simple and inexpensive than they are with our naval vessels. We take every precaution to prevent accidents.

Q. Do you know whether Mr. Adams complied with his contract in the building of that vessel? Has he done all that he contracted with the Government to do? Do you know anything about that?—A. No; I do not—not being the superintendent.

Q. Who was the inspector?—A. During the first part of her building, and nearly up to the time of her being launched, Naval Constructor Samuel H. Pook, the superintendent constructor, was inspector. A short time before she was launched, Naval Constructor Easby relieved him at the yard, and became the superintendent constructor; Assistant Naval Constructor J. F. Hanscom was also superintendent for a short time.

Q. Did he use the tools of your yard to any extent in building that vessel, or get tools from you?—A. Not that I am aware of. I know nothing of it. I know nothing positively of his having used the tools. I was authorized to furnish tools, to be paid for if not returned.

Q. Did he have any work done by your machinery?—A. Not that I am aware of.

Q. Did they get out the frame for the vessal in the yard?—A. Yes, sir; the frame was got out; I will not say positively that all of it was got out; but I know that a portion of it was sawed out, for I was at the saw-mill one day and saw them at work.

Q. Who did that work?—A. The yard people; the mechanics of the construction department.

Q. Was that at the expense of the Government?—A. I presume it was.

Q. Has there ever been any charge made for that work?—A. Not that I am aware of, sir. There may possibly have been.

Q. Your books will show whom these men were working for, and what they were doing each day?—A. Yes, sir. The constructor's books will show that.

By Mr. HARRIS:

Q. Was it claimed at the time that the frame was to be gotten out by the Government?—A. I received a letter from the Bureau of Construction informing me that the molds for the sloop of war building at Portsmouth were to be sent to this yard, and the frame for the sloop of Mr. McKay was to be got out by the those molds. This is implied authority for the work being done in the yard. Subsequently an order was received from the bureau directing that the men employed in getting out this frame were not to be suspended.

By Mr. BURLEIGH;

Q. It seems to me that you must have had some orders. Did you have orders about delivering material?—A. Yes, sir; I had orders about delivering material.

By Mr. HARRIS:

Q. Let me ask whether the Government officers here determined what sticks entering into the construction of that vessel should properly be of live-oak?—A. That was specified in the contract, sir. The frame of the vessel—all that goes in in the frame is the ribs and stern, and stern-post, apron-pieces, &c.

By Mr. MILLS:

Q. Do you know whether Mr. Hanscom relieved him from doing any portion of the work on this vessel, that he had contracted to do, or permitted its omission?—A. I think that Mr. Hanscom authorized the omission of the making of the spars.

Q. The spars would come in the contract to finish?—A. The spars are specifically required by the second contract, but there is something about spars in the first.

Q. Was not that vessel docked at the expense of the Government?—A. She was, sir.

Q. By whose order?—A. By order of the Bureau of Construction.

Q. Now, about what was the expense of docking that vessel?—A. I could not say; the constructor would be able to give you more accurate information upon that point than I could.

Q. Is not that part of Mr. McKay's contract, to dock that vessel?—A. I do not remember whether docking is mentioned in the contract, but as he was bound to *finish* the hull, and launched the vessel without coppering, the docking for that purpose should be at his expense, He could have coppered her on the stocks, with consent of the Government, and saved the expense of docking.

By Mr. HARRIS:

Q. Could it be if he was not bound to launch her?—A. Having been launched without coppering, it was absolutely necessary to dock her for that purpose.

By Mr. JONES:

Q. How could he finish her bottom without launching her?—A. McKay raised a point about furnishing the graving material for putting on the bottom. I maintained, as the coppering came in the original contract, by which he was bound to furnish all the material except the live-oak frame, that he was bound to furnish the graving material. But in order to avoid delay, as the vessel was in dock, I authorized the material to be furnished, and informed the bureau.

By Mr. BURLEIGH:

Q. It says here in these specifications that all material necessary shall be furnished by Mr. McKay, except the live-oak timber. Now, can Mr. McKay build, equip, and fit the hull of a sloop of war complete, without launching her?—A. I should say that he could, sir; I see no reason why he should not.

Q. The building of the hull of that vessel complete is what is specified. Would it be complete without the copper?—A. Certainly not.

Q. If he had launched that vessel before he coppered her, whose would be the expense of docking her for the purpose of coppering her?—A. I should say unquestionably, Mr. McKay's, unless he was required by the Government to launch her before her being coppered; then there might be a question.

Q. The ship in the contract was built to be accepted by the inspectors of the Government. They were final, as you understand?—A. Yes, sir.

Q. Now, would the Government inspectors ever have accepted that ship until she had been put in the water?—A. I presume not, sir.

Q. You would think it was contrary to common sense?—A. Yes, sir; she is to be delivered to the Government afloat—not on the land.

Q. Then you feel confident that he must launch the ship before the Government inspector could accept her?—A. Unquestionably.

Q. Now, the expense of building, fitting, and equipping the hull of a vessel, you understand that is different from the rigging?—A. Yes, sir.

Q. "Building, fitting, and equipping"—what would that include?—A. That would include everything connected with the hull of the vessel proper, such as bits, pin-racks, pin-rails, and all fixtures, and the apartments for officers and crew.

Q. Then, when the ship was rigged after that, with her rigging complete, she would be ready for sea without any expense to the Government, would she not? Supposing that the Government had made a contract for the hull fitted and complete, and should then have made another contract with other parties to build the spars, and place upon her the sails and rigging—complete rig and fit—that being done, what else would the Government have to do?—A. The Government would then have to furnish the stores and outfits for the vessel.

Q. I put in the sails.—A. It might be a question whether or not the hull would include the completion and thorough equipment of the hull; whether that would include boats. There might be a question upon the contract.

Q. Would not that be governed by the usages in that respect?—A. I presume it would be governed by the common usages in contracting for building ships for sea—fitting ships for merchants.

Q. Do you know what the common practice is in merchant-ships?—A. No, sir; I do not. I have never seen a contract for building a merchant-vessel.

Q. The contract for a merchant-vessel would be to build a ship and hull, and spars, and sails, and rigging, ready for sea?—A. Yes, sir.

Q. Would or would not that include boats?—A. I should presume that it would include boats under those circumstances.

Q. Now, here is another clause in this which I wish to call your attention to. It says that the vessel "shall be built in all respects in accordance with the specifications and drawings hereto annexed, and which are hereby made a part of this contract, and are to govern the parties hereby contracting, as truly as if they were incorparated in this instrument. Nor is the omission of any detail therein, or object necessary to carry into effect the spirit and intent of this agreement to be to the detriment of the United States." What would be your construction of that?—A. That it would cover all contingencies, I should say.

By Mr. HARRIS:

Q. The expression "to build, equip, and fit the hull"—would you say that that included the coppering?—A. Yes, sir.

Q. Suppose the specifications themselves were silent upon the subject of coppering?—A. There would be a distinction between the merchant service and the naval service. We *always* copper our ships before sending to sea, *rarely* on the stocks, but more frequently docking them after launching. In the merchant service I believe the rule is never to copper until they have run her a voyage or so.

Q. In point of fact, who did copper this vessel?—A. Mr. McKay coppered her.

Q. Then he construed it to be a part of his duty. Who paid for the dock?—A. It was the navy-yard dock.

Q. Did he pay anything for the use of the dock?—A. No, sir.

Q. Could she be properly coppered upon the stocks before launching?—A. Yes, sir; I should say that she could. But an objection to coppering on the stocks is the danger of injuring the copper in launching.

Q. Could Mr. McKay afford to pay the extra expenses of docking rather than to copper on the stocks?—A. Well, that I could not say, sir. That would be a financial question for Mr. McKay to consider.

Q. You could give some idea of it, whether the risks to the copper would be so great that he had better pay the expense of docking than copper on the stocks. Would you think it wise always to put the vessel into the water to ascertain whether she was tight before the copper was put upon her?—A. I should say it was *necessary* to do so.

Q. If he was bound to copper the vessel, and so interpreted his contract, you would say that he was bound to launch the vessel at his own expense?—A. Most unquestionably, sir, and to copper her at his own expense, and I think you will find in that correspondence there, something bearing upon that very point.

By Mr. MILLS:

Q. Well, now, what is the contract for finishing the Essex and the Adams? Have you a copy of the second contract for the completion of the Essex and the Adams, and will you be so kind as to furnish it to the committee?—A. I have a copy here in my hand, but I wish to say that it is not certified to. I should prefer comparing it myself personally with the original.

Q. You will revise your testimony after we have got it written out for you.—A. This, which I now hand you, I believe to be a true copy of the original. (Contract read.)

Q. Now, as those two vessels are exactly of the same dimensions in every respect, why is the difference made in the price of finishing those two vessels after the hulls have been made?—A. The constructor is the person to get all this information from.

Q. I will withdraw that question. I will ask you further, commodore, do you know, at any time during the progress of that second contract, whether Mr. McKay was relieved from the performance of any part of his stipulations—was anything omitted on that vessel

that was contracted to be put upon her—the Adams or the Essex, either or both?—A. My impression is that there were exceptions made; but I cannot state from memory what they were.

Q. Would your constructor be posted in regard to those matters?—A. Yes, sir; because he was the superintendent, and had the carrying out of all the orders for any changes that might be authorized.

Q. We would like to have the correspondence relating to the work on the Essex and the Adams.—A. I will make a memorandum of it, and procure it for you.

Q. In contests that would arise between the naval constructor and the contractor, were they usually referred to you to decide between them?—A. Yes, sir.

Q. Were your decisions referred to the chief of the bureau at Washington?—A. Sometimes they were. But I could not say that they were in all cases. What was done privately outside of my office I don't know.

Q. Will you state that in the decisions of the chief of the bureau, that were had from Washington, he generally sustained the contractor, or otherwise?

Q. I ask whether he uniformly decided questions referred to him in favor of the contractor. It has been stated that he did.—A. That I should not be able to answer positively, without first looking over the correspondence, because I might make a mistake. If the committee are willing, I would perfer to look over the correspondence bearing upon that subject before answering.

(Correspondence furnished.)

Q. Then we will leave that subject. I ask you now if you know anything about the breaking up of two iron-clad monitors here, since you have been here?—A. Yes, sir.

Q. Do you know of any more that have been broken up?—A. I do not personally.

Q. Do you know of sales of any vessels that have been made at this yard?—A. Yes, the Shawnee and the Wassuc.

Q. What became of the plating and machinery of the Miantonomoh?—A. That was sent to John Roach, after I came here.

Q. There were two other vessels besides that were ordered to be broken up?—A. Yes, sir; two others were ordered to be broken up, and are still in process of being broken up.

By Mr. BURLEIGH:

Q. Then there are three such vessels since you have been here?—A. No; I testified pretty fully yesterday in regard to the iron of the Miantonomoh being carried away. These are two other vessels. I know nothing about the Miantonomoh except her being towed away. It was all done, except the removal of the iron and her being towed away, before I came. The two vessels alluded to are the Wassuc, what was called a light-draught monitor, and the Shawnee.

Q. Now about the sales of vessels?—A. Some time ago, possibly a year or more, those two vessels, the Wassuc and the Shawnee, were advertised to be sold at public auction, by order of the chief of the Bureau of Construction. They were so advertised, and the auction was held here in the yard, and the vessels were bid off by a Mr. Nat. McKay, if I am not mistaken. The prices for which they were sold I do not remember. The percentage of the purchase-money was deposited, according to regulation, or law, in the shape of a check, with the paymaster of the yard.

Q. How much was that, commodore?—A. I think it was 30 per cent., sir.

Q. That would amount to $13,000?—A. The vessels were to be delivered to the purchaser within, I think, twenty days after the confirmation of the sale by the bureau. When the sale was confirmed by the bureau, (which was some considerable time after the sale was made, I think about a fortnight,) I understood that the purchaser declined to fulfill his bargain, on account of the delay that had been made in the delivery. At any rate, the vessels were never delivered to any one; and, without being positive of it, my impression is that the paymaster of the yard still holds the check for the percentage. That is all there is in connection with the sale of the vessels.

Q. What were the terms of the delivery? You had them sold under your order?—A. Yes, sir The terms were 30 per cent., I think, down, and the balance on removal of vessels, within twenty days of confirmation.

Q. Were the parties to receive them as they were, as they lay by the wharf here?—A. Yes, sir; except that the guns and navy anchors and chains were to be removed—and boats.

Q. It required no delay on the part of the Government, except to tell them, "There is your vessel: take her."—A. That is all, sir; a week might possibly have been required to remove guns, &c.

Q. Did you do that?—A. No. The sale had to be confirmed in Washington. I had no authority to deliver them until confirmed.

Q. It was confirmed, was it not?—A. Yes, sir; my recollection is that it was confirmed, and that the purchaser declined to comply with his part of the bargain, because the Government had made so long a delay in confirming the sale. I think it was beyond twenty days before it was confirmed.

Q. Did you make the report of the sale directly to the Navy Department?—A. Yes, sir.

Q. Was there any delay in the confirmation of the sale from the Navy Department?—A. The delay was there if anywhere.

Q. Was it that the sale was to be confirmed within twenty days?—A. The vessels were to be removed within twenty days after confirmation. They had on board of them at the time they were sold, guns and carriages in the turrets, and it would have taken some time to have gotten those guns and carriages out of the turrets, and the delay in delivering them, after the sale was confirmed, was to enable us to take those guns and carriages out, as I understood.

Q. How long was it before you took them out; or did you take them out at all?—A. We did not take them out until the vessels were turned over to the parties who are now breaking them up.

Q. From whom did you receive your orders to break them up or to turn them over?—A. From the chief or the Bureau of Construction.

Q. You were ordered to destroy those vessels and what to do with the material?—A. The material—the iron, copper, composition, &c., belonged to the Government, and was to be stored here in the navy-yard. A question came up in regard to the wooden part of the vessels, which I referred to the bureau, and the bureau decided that the wood entering into the construction of the vessel might be taken by the contractor, as it had been done in former cases of breaking up.

Q. Did they give the contractors the wood?—A. Yes, sir.

Q. For what consideration?—A. None whatever.

Q. The Government paid all the expenses of breaking up the vessel?—A. No, sir.

Q. Did the contractor do that?—A. The contractors were to break up the vessel. The Government paid them $6 a ton for the iron taken off of the vessel; and that was all the Government paid them for breaking up the vessel, and then the Government gave them the wood.

Q. What became of the iron and metal taken off?—A. That was stored in the navy-yard. As it came off of the vessel it was carted and piled by itself, not very far from this building.

Q. Is it there now?—A. Yes, sir. What has been taken off is there now.

Q. They have not shipped any of it off?—A. No, sir.

Q. Have you orders to ship it, any of it?—A. I have orders to ship it to William Cramp & Sons, when they call for it.

Q. What was the efficiency of those vessels at the time you commenced to destroy them?—A. Their motive-power I believe—boilers and engines—was in good serviceable condition. The vessels themselves, so far as I know, were in serviceable condition. They required docking, and cleaning, and painting, and possibly might have needed some slight repairs.

Q. What became of the machinery, engines, and boilers?—A. The engines, boilers, and all the appurtenances, with the exception of some small separate pumping-engines and blowing-engines and so forth, which we took out before the sale, were sold.

Q. You mean pumps and fans?—A. No, sir; I don't mean the fans. I don't think the fans were taken out.

Q. They were taken out before it was sold. What did you do with the engines and boilers?—A. The engines and boilers proper of the vessel were sold to a Mr. Dole, I think his name is. My impression is that he was a partner with Mr. Powers in the contract for the breaking up of the vessel.

Q. Were those sold at private sale?—A. I don't know anything about the sale except that I was informed, from the Bureau of Steam-Engineering, that the boilers and engines had been sold to this person, for I think $10,000, and that the proceeds were to go toward paying Powers & Co. for breaking up the vessel; and if there was any money left after paying them it was to be deposited in the Treasury.

Q. The whole of the proceeds of the vessel, then, were given to the parties for destroying her, were they? They gave them the timber and then the machinery for destroying them. Was that the idea?—A. The machinery was sold for $10,000.

Q. To a partner of the man that broke her up?—A. I will not say that he is; but my impression is that he is. But, at any rate, the letter which informed me of the sale of machinery to this man, also stated that the proceeds were to be used in the payment to Powers & Co. for breaking the vessels up.

Q. You don't know how much of that went to their payment, or whether that paid the whole of the debt or not?—A. That cannot be ascertained, sir, until the work is complete.

Q. They were to have $6 a ton for the iron taken off?—A. The Government was to pay them $6 a ton for breaking up the hull of the vessel; and this iron as it came off of the vessel was to be taken and weighed on yard scales, under our own superintendence, and for every ton of iron they delivered they were to receive $6.

Q. Was the machinery to be weighed too?—A. No, sir; the machinery was sold in the lump.

Q. For removing it from the vessel, were they to have so much a ton for that?—A. No, sir. When the machinery was sold for $10,000, it belonged to the party who bought it. They were to take it out at their own expense.

Q. Where does this man Dole live?—A. I don't know, sir. But I could ascertain, I think.

Q. Where was the machinery sent?—A. That I don't know, sir. It is being taken out of the yard every day now, a portion of it. I don't know what progress they have made; but I think they have made considerable progress in taking it apart and taking out the iron. Here is the letter. [Mr. Harris reads the letter.] The payment of the money is between Mr. Dole, the man to whom the machinery was sold, and Powers & Co., the parties who were breaking up the vessels. There are two distinct things. Powers & Co. have a contract or agreement, or an order to break up those monitors; that comes from the Bureau of Construction; and they are to receive $6 a ton for breaking them up. While the vessels were in process of being broken up. the question came up as to what was to be done with the machinery; who was to take that out of the vessel, and at whose expense it was to be done, or something of that kind; and it was referred to the Bureau of Steam-Engineering, and this is the letter in answer to the reference.

Q. It appears that one order was from the Bureau of Construction, and one from the Bureau of Steam-Engineering?—A. Yes, sir.

Q. Now, did, on the letter, the parties that bought the engines pay the money over to that bureau?—A. No, sir. The wording of the order is this: That the offer of John Dole to take the machinery of the two monitors, Wassuc and Shawnee, as it now stands in the vessels, for $10,200, is accepted, and you will please deliver it to him, the amount to apply on the contract for cutting up the vessels.

Q. Now, has Mr. Dole ever paid for the vessels?—A. Not to the Government. He pays Powers & Co.

Mr. HARRIS. They probably are partners in both transactions. If they are, then the contract is all right. "You are to take the machinery at $10,000; you are to be allowed $6 a ton for cutting up," and one is to apply upon the other, and if they are equal, then that is a settlement.

Mr. BURLEIGH. But, provided that Mr. Dole takes the machinery and agrees to give $10,200, and they fail to comply and cut up these vessels, and only cut up $3,000 worth and then quit, it looks to me as though they have no right to make any contract of that kind, provided Powers & Co. fail to get out $10,200 in amount at $6 a ton.

The WITNESS. That is provided for in the order here, in this way: "The amount to apply on the contract for cutting up the vessels, and if any balance remains due (*i. e.* if there is any balance of this $10,000 after the vessels are cut up,) the same to be deposited with the paymaster of the United States Navy at Boston, and inform the bureau how much was applied on the contract, and how much deposited."

By Mr. MILLS:

Q. Going back to where we were yesterday, I want to ask you about how many men you took on preceding the election for Congress on November 3, 1874, in the months of September and October, under orders of the bureau at Washington.

Mr. HARRIS, (interposing another subject.) The $6 a ton applies to all metals taken off—copper, iron, and everything else.

The WITNESS. Yes, sir; I presume so. I just had my hand on the very letter itself from the bureau, which explained the whole thing. Here is the beginning of it. Here is the bureau's letter to me, and my reply.

By Mr. MILLS:

Q. Now how many men were employed in your yard under orders from the bureau during those months of September and October, 1874?—A. As per statement of the naval constructor there were 586.

Q. Was there any necessity to the public service for the employment of those hands?—A. I did not consider that there was.

Q. What was the cost to the Government of the employment of those hands, the entire cost?—A. That is a sum in arithmetic that would bother the lightning calculator.

Q. How much did you pay them a day, each hand?—A. The lowest rate of wages was $2 a day, for laborers. I suppose it would be safe to say that the average of all employed was $2.75 to $3, taking the higher rates with the lowest

Q. Now make your general average, from the time you employed those hands until they were discharged, and what will you say was the cost incurred by the Government by reason of their employment? You remember what your pay-roll was daily? Do you remember what your constructor reported your pay-roll to be daily?—A. No, sir; our pay-rolls are not reported daily, only semi-monthly.

Q. Do you remember what he estimated when called upon by the Department, in order to know how much it would take to pay your pay-rolls daily?—A. I would explain that that increase of 586 men that is specified there was not an increase all at one time, but it came on gradually, so that the cost per day was varying.

Mr. MILLS. That is the reason why I asked you to make an average.

By Mr. HARRIS:

Q. Will not the pay-rolls in the department show exactly he increase?—A. The pay-

rolls in the department are made semi-monthly. The pay-days are the 10th and 25th of each month, and the pay-rolls are made up to the 15th and the 30th. Those pay-rolls would show the total amount for the half-month, and by dividing by the number of days, of course it would show the average per day.

By Mr. MILLS:

Q. Here in this book Mr. Easby reports the daily pay-roll as $1,250.—A. We had discharged a great many men at that time, I think.

Q. Approximate as near as you can to what the cost was to the Government by reason of the employment of those men. You know about the time they were discharged. Make an average.—A. Well, sir, it would be impossible for me to do so without access to the pay-rolls, because sometimes we would discharge fifty men a day, and sometimes forty, and sometimes ten.

Q. But did you not commence discharging until the 5th?—A. We commenced discharging on the 5th of November.

Q. You discharged very rapidly then?—A. Yes, sir; we reduced the force down as fast as we could. I don't know how I could make an approximation. It would be nothing more than a guess, and I, being under oath, would rather be more positive than a simple guess. The only way to get at it, as I think, would be to take the semi-monthly pay-rolls, and average the principal time.

Q. Could you get that here?—A. Yes, sir; the duplicates of the rolls are here.

Mr. MILLS. We would like them.

By Mr. BURLEIGH:

Q. In that semi-monthly pay-roll you would find the clerks and the organization that obtains here all the time?—A. Yes, sir.

Q. And it would take a nice calculation on the part of the officers?—A. There are men here all the time.

Q. It would be easy to go to the pay-rolls and see how many were taken on at this time, and then how many were discharged after the election?—A. You want the pay-rolls for labor for September and October.

By Mr. MILLS:

Q. I asked the question, How many men did you take in under orders from the Department during those two months?—A. With all due deference to the members of the committee, I think they are duplicating me here a good deal. Things that I told about yesterday they make me tell over again.

Mr. MILLS. Yesterday I remember that you went over this ground; but I wanted to get the exact amount.

By Mr. HARRIS:

Q. Do you know how these extra men were employed?—A. Well, I cannot say how all of them were employed. I can only say that I took advantage of the influx of laboring people into the yard to do a good deal of cleaning up, what we call policing, piling up timber and stuff that was lying around loose, which was not a work of necessity nor a work of importance, but added to the neat appearance of the yard; and I took advantage of the labor to do it.

Q. Was there any large amount of heavy timber which required to be piled up; any large amount of live-oak timber?—A. There was a large amount of live oak timber here; but my impression is that most of it had been piled before this great influx of laborers took place.

Q. You have given the opinion that the Government did not require that labor at the time?—A. No, sir.

Q. In your judgment it was not required?—A. No, sir.

Q. Did you communicate to the Department at Washington your views upon that subject?—A. No, sir.

Q. You just obeyed orders?—A. My business was to obey orders, sir.

Q. There were charges made in the Boston Herald that a great many supernumeraries were employed, and that half a dozen men would be used to lift a stick, to lift which only two were necessary. What have you to say in regard to anything of that kind?—A. I know that on one occasion I watched from my office-window and saw three or four men standing by a loaded cart; I watched them for some considerable time. They were doing nothing but talking; and I went out of my office and walked around by the road, (it was some 150 yards, perhaps,) to get to this place where the men were, and as I approached them they saw me and began to scatter; and I called to them to stop, and asked them what they were doing. They said they were waiting for a rope to tie this load on. I asked them if anybody had gone for a rope. They said no, that there had not anybody gone for it, but they were waiting for a rope, nevertheless. So I took the four and marched them down with me to the clerk's office of the construction department, to have their names taken down and send them out of the yard and discharge them. On my way down, which was only a short distance one of them slipped me, and I only succeeded in getting down there with three; and wh

I came to count over the three, I found that one of them was an interloper that had stepped in in place of one of the culprits. On the way down a culprit had stepped out and this one stepped in, on information that they were being taken down there to be employed. So that I only succeeded in bagging two out of the four, and those two I discharged. The other two slipped.

Q. Do you know of any men being employed here under the name of carpenters or blacksmiths or artisans who didn't understand those trades?—A. I have no personal knowledge of it at all.

Q. Is that your impression—that men were brought here under the name of carpenters, &c., who didn't understand that kind of business?—A. It could only be an impression from hearsay.

Q. I suppose you have some pretty distinct idea about it?—A. I had an idea that there was a good deal of imposition and many worthless men were employed; and I have no doubt there was much skulking and loafing.

Q. I asked you if all the men taken on had to be taken on with your approval?—A. Yes, sir.

Q. So that if the recommendation came for certain men, or you were to employ certain men, you ordered them put upon the roll?—A. Yes, sir.

Q. Did you receive instructions from the Department at Washington giving you the names of the men to be employed in any instances?—A. In some instances I did.

Q. Now, what parties did you come in contact with in the putting in of those men? Who applied to you, or who brought the names to you or insisted upon their being employed?—A. There was no insistance at all practiced upon me personally. The heads of departments make out the lists of the men—what is called a requisition for the men. They make the lists themselves. They send the lists to me or bring them to me for appoval, and if I know nothing against any of the men—do not know them to be improper or bad workmen or anything of the kind—my duty is simply to approve those requisitions.

Q. Do you mean the heads of the bureaus here?—A. Yes, sir.

Q. So you appoint upon recommendation of the heads of bureaus here?—A. Yes, sir.

Q. Now, how did they get instructions to take on the extra men, or recommend them?—A. Any instructions to take on men would come through me.

Q. Did you receive such?—A. I did.

Q. From whom?—A. From the Chief of the Bureau of Construction and the Chief of the Bureau of Steam-Engineering and Secretary.

Q. Have you those instructions in writing?—A. Yes; all official instructions are on record.

Q. Will you furnish the committee with them for inspection, and then have copies of them made, if they desire?—A. Certainly, sir.

Q. Now, what members of Congress, or candidates for Congress at that period, appeared on the scene, if any?—A. None of them ever came near me, sir; I never saw one.

By Mr. MILLS:

Q. Were you ordered to retain, since you have been here, any clerks that you had no necessity for, whether you had the funds to pay them or not?—A. Not clerks, I think, sir, because they are salaried; as a general rule, they are salaried.

Q. I think I find that you recorded the suspension of certain writers here because you had no funds to pay them; but at the instance of certain parties you have been ordered to retain them. I want to know if they are necessary to the public service?—A. Can you refer me to the particular place? It may have been that in some instances I may have done it on account of the shortness of funds. [Witness reads order of March 18, 1874, from the Secretary of the Navy, of the original appointment of George W. Wood as writer.] Here is a letter from myself in regard to Mr. Wood, dated April 17, to the Secretary of the Navy, stating that the funds of that department are so reduced that it is impossible to keep Mr. Wood, unless some other person, probably more competent, is discharged to make room for him; that there are no other vacancies existing in any other departments of the yard, and that I am informed that he cannot be employed beneficially to the service; and that I have ordered his suspension until the pleasure of the Department is made known. On the first order his name was simply enrolled; but in consequence of the lack of funds he was not put on for pay.

(Reads:)

"SEPTEMBER 19, 1874.

"By direction of the Department, George W. Wood will be re-appointed as writer in the yard, under your command.

"ISAIAH HANSCOM."

That must have been in consequence of a suspension.

(Reads:)

"DECEMBER 19, 1874.

"By direction of the Department, George W. Wood will be employed as writer in the yard

"ISAIAH HANSCOM."

That must have been after another suspension.

Here is an order September 19 to re-appoint George W. Wood, and December 19, three months afterward, there was an order that he be employed as a writer in the yard. Within that three months he must have been suspended again, under general instructions for reduction.

That is all that I find in this book in regard to Mr. Wood. That kind of order is constantly making trouble.

Q. Were Mr. Wood's services required here in this department?—A. No, sir; I don't think that they were necessary.

By Mr. JONES:

Q. Was he competent for the business he was employed upon?—A. I know nothing of him personally. Those people do not come in contact with me; but I have a recollection or impression that Mr. Easby informed me that he was one of the least efficient men that he had in his department in that capacity.

By Mr. MILLS:

Q. Does the bureau or Department at Washington, in any number of cases, interfere by appointing parties here, and requiring you to take them in for clerks and writers?—A. Clerks and writers, I may say, are almost invariably appointed without any consultation with any one in the yard, without any requisition for their services.

Q. And without much reference to their qualifications for performing their duties?—A. There is no examination as to their qualifications.

Q. And in nearly all of the instances could you do without the services of the men sent you from Washington?—A. I think, in a great many instances, their services could be dispensed with.

Q. Do you regard that manner of the appointment of clerks and writers here in the yard as an abuse proper for correction?—A. I consider it exceedingly objectionable, sir; for it forces upon an officer who is responsible for Government property placed in his charge subordinates of whom he knows nothing whatever, and who are necessarily placed in positions of more or less responsibility, and without any consultation with him at all as to the necessity of these men, or their qualifications for their position. In other words, what I mean in plain English is, that the officer who is responsible for the property placed under his charge should at least be consulted in regard to the character of the subordinates who are placed in responsible positions under him.

By Mr. HARRIS:

Q. Will you state how long this present system has been in course of operation, as far as you know.—A. Well, sir, this is my first experience in command of a navy-yard, and I could not tell how far it goes back; but it has prevailed since I have been here.

Q. What would you think would be the proper mode of appointing the subordinates here in the yard? What would you recommend as the system which should be adopted?—A. I should recommend, sir, that when a vacancy occurs for any position as a clerk or a writer, that the head of the department, who is the responsible man, and who is responsible for the subordinate, should have the election of that subordinate, and that that subordinate should be subject to an examination, a competitive examination, to show his fitness for the position, and that when appointed to the position, he should subscribe to an oath to faithfully and honestly and diligently perform the duties of his office, the same as we all have to take an oath. Every military man has to take an oath; and I see no reason why a man placed in a civil position of responsibility should not be put under some restrictions. As members of Congress, you gentlemen have to take an oath. Judges of courts take oaths, and so do all officers in responsible positions in civil life.

Q. Should you say that the commandant of the yard, or the head here, should have the entire power in that matter, both as to the employment and discharge of men, without any appeal to any superior?—A. No, sir; not entirely.

Q. Then go on and give us your views.—A. The appointment should rest properly, I think, with the head of the bureau to which it pertains. But the appointment should not be made until the candidate has been examined and pronounced fit and qualified, and is acceptable to the person who is responsible for him after he is appointed. He should be recommended by the head of the department in which he is to be employed.

Q. Then you would go on, and having caused an examination and given your approval of the man, you would send his name forward to the Department for his appointment?—A. Yes, sir.

By Mr. HARRIS:

Q. Now, in case of removal, how would it be?—A. In case of removal it would have to be done by the same power that appoints him.

Q. You would think that the commandant of the yard should recommend his removal?—A. Yes, sir; that the commandant of the yard should recommend his removal; and the commandant should have the power always. I believe they all assume it now. I do, at any rate. In regard to all appointments made by a higher power than myself, I suspend them from duty and pay at once, for misdemeanor, and do not allow them to perform any duty until the matter is decided upon at Washington.

BOSTON, *March* 27, 1876.

Commodore E. T. NICHOLS recalled.

By Mr. MILLS:

Question. Will you state whether there is any material on this yard belonging to any other owner than the Government of the United States?—Answer. Yes, sir; there is.

Q. Please state what it is, and how much.—A. On the 14th of March, 1876, there was in Yards and Docks a quantity of white-pine timber which had not been rejected, but was part of a requisition for 25,000 feet. This amount was required October 25, 1875, and furnished by Mr. John Trickey. It was brought in here and left, and the amount of timber that is now here belonging to him is the overplus of the requisition. He furnished more than was called for, and has been notified by me officially to remove it from the yard. That is the only timber that I am aware of that is on the yard that has not been rejected. The rejected timber is as follows, as reported by Constructor Easby under date of March 22, 1876:

125 white-oak knees, the property of John Trickey.

17 of the above rejected October 25, 1873.

29 of the above rejected October 22, 1874.

79 of the above rejected November 20, 1874.

133 white-oak knees, property of Martin Keany; rejected, not having orders to receive them.

18 hickory butts, property of John Trickey; rejected April 26, 1873.

5 hickory spars, property of John Trickey; rejected April, 1873.

5,000 feet, board-measure, 3-inch $3 white-pine plank, property of J. W. Dwyer; rejected December 18, 1875.

200 sticks live-oak, property of W. C. N. Swift; rejected at various times since 1872.

26 spruce spars, property of A. A. McCullough; rejected February 14, 1876.

1,000 feet, board-measure, ash, property of Southard & Co.; rejected February, 1876.

2 sticks white-oak timber, property of John Trickey; rejected March 6, 1876.

66 sticks white-oak timber, property of A. A. McCullough; rejected March 18, 1876.

In reference to the 200 sticks of live-oak rejected, the property of W. C. N. Swift, I would state that under date of October 9, 1874, the Chief of the Bureau of Construction writes me: "Mr. Swift informs the bureau that he has at the yard under your command a quantity of rejected live-oak timber which he offers for whatever price it may be worth," and directing me to cause a schedule of this timber to be made, with an estimate of what it is considered to be worth for Government purposes. About March 24, 1875, I transmitted to the bureau a report of Naval Constructor Easby with regard to the above rejected timber belonging to Mr. Swift, in which he stated that there were about 19 pieces out of 193 that might be used for Government purposes. On the 15th of June, 1875, I called the attention of the Bureau of Construction to the above report, and recommended the removal of the timber, as it was a source of expense and was an obstruction to our four wharves. June 17, 1875, the bureau replied to foregoing letter, directing an examination to be made by naval constructor to ascertain if any of it can be advantageously used for the smaller vessels: and, if so, what would be a fair valuation for such. This order was complied with, and on July 6, 1875, I informed the bureau that the naval constructor reports, after an examination of the timber, that there are six pieces, containing 31¼ cubic feet, that can be used, and placing its value at $1 per foot. No action has been taken on that letter, and the timber remains here in the yard, where it has been, a portion of it, since 1871. Before calling the attention of the bureau to that rejected timber of Mr. Swift's, I had twice written to him requesting and directing him to have it removed from the yard. To my second letter, he replied that he was negotiating with the Department for the sale of it. After waiting a reasonable time, I called the attention of the bureau to the matter, and the correspondence that I have just quoted from was the result of it.

Q. I called the other day for a report of the amount of money expended in the construction department during the months of September, October, and November, 1874, exclusive of your permanent force. Can you furnish that report now?—A. As per memorandum furnished from the construction department, I find that $40,631.11 was expended in the month of September; in October, $49,642.69; in November, $23,504.40. That is excepting the money paid to the permanent force, such as clerks, writers, and foremen. The foremen are considered as permanent force. (See D.)

Q. Why was the amount for the month of November less than for either of the other months?—A. Because large numbers of men had been discharged.

By Mr. HARRIS:

Q. Can you tell us what the force was in the month of August? Was it larger or smaller than in September?—A. It was smaller, sir; because the increase went on through September.

Q. It began in September?—A. The increase began before September.

By Mr. MILLS:

Q. I wanted to get at the exact cost of the labor employed in consequence of the orders issued

to you from the bureau to take on more labor during the election excitement of 1874. Do the figures which you have just given show it?—A. No, sir; that is in construction department alone. That is the only department where any increase of labor was employed, excepting that there were twenty additional men taken on during the entire time in the steam-engineering department.

Q. You have not reckoned the cost of that labor?—A. No, sir; this is construction alone.

Q. Please give us the correspondence in regard to the last lot of live-oak timber purchased from Mr. Swift, and a statement of the amount as it stands between the open purchases and contracts for lumber.—A. I present it, as far as I have been able to get it. (See E.)

Q. I called on you for the number of men employed and discharged in each month for the last five years; will you please furnish it to the committee if you have it convenient?—A. I have the schedule here. (See F.)

Q. I also asked you for the amount expended from July 1, 1874, to January 1, 1876, by open-purchase contracts, and bureau orders.—A. I have had a table prepared, which I submit to the committee. (See G.)

Q. I called on you, also, for the weight of copper and iron delivered to John Roach & Son, under orders from the bureau.—A. I am prepared to furnish that information now. (See H.)

Q. Also, the correspondence in reference to the timber-bending machine.—A. Yes, sir; I have them here. (See I.)

Q. I also asked for the correspondence in regard to the rejected coal received under contract from S. P. Brown & Co.—A. I submit the correspondence, (J.)

Q. I also called for the names and pay of the men ordered to be employed by the bureau.—A. I have caused a schedule to be made, which I now present, (K.)

Q. Also, the correspondence in reference to the purchase of hemp of A. G. Cattell & Co.—A. I submit the correspondence referred to, (L.)

Q. Can you give us a statement of the timber and materials brought into the yard without authority?—A. I have the correspondence, and can have a statement made up. I can give the main facts from this correspondence. Under date September 24, 1874, I informed the Bureau of Construction that it had come to my knowledge that considerable quantities of timber and other materials had been delivered at the yard, for which there was no requisition or other authority, and that I had called upon the naval constructor for information in regard to it, (and inclosing a copy of the naval constructor's reply,) stating to the bureau that "if material is delivered in the yard in this way, without requisition or authority sent through the commandant, it will be impossible for me to properly scrutinize the bills or keep the run of affairs," and that, in order to prevent the recurrence of such a thing, I should forbid the reception of all articles not covered by duly-approved requisitions or orders from the bureau. Under date of September 26, the bureau acknowledges the receipt of my letter, and approves of my proposition to forbid the reception of all materials. I addressed a letter to Mr. Pook, in regard to this timber of which I have spoken, directing him, before leaving the yard, in obedience to orders assigning him to duty in New York, to furnish me with a statement of all lumber, timber, or articles of any kind at that time in the yard, which had not been covered by duly approved requisitions, and also to include in the same statement the amount of rejected material of all kinds remaining in the yard, with the time that it had been here, and by whom delivered. In reply to that letter, the constructor wrote me officially that there had been delivered by Messrs. Trickey & Jewett, 32,047 cubic feet of yellow-pine stock logs, and 5,280 cubic feet of white-oak plank stock logs, and 650 white-oak knees, not covered by approved requisitions, and stating that, to the best of his knowledge and belief, the above was delivered by consent of the bureau. Then there were 2,697¼ cubic feet of locust timber, requisitions for which had been approved by the bureau sometime after the timber was delivered in the yard; the price of it was in dispute. Then, of rejected timber, there were 200 feet white-oak plank, the property of Trickey & Jewett; 12 white-oak knees, the property of John Trickey; 18 hickory butts, the property of John Trickey; 5 hickory spars, the property of John Trickey; also about 300 sticks of live-oak timber, the property of W. C. N. Swift, delivered between 1871 and 1874, including 25 sticks live-oak timber, the property of James Bigler, rejected July 12, 1871. October 5, 1874, the bureau directed me to have requisitions made for the white-oak and yellow-pine timber, and for the 650 white-oak knees delivered by Messrs. Trickey & Jewett, for which bills can be made for the knees at regulation prices, and for the white oak and yellow pine at fair market-prices; and that the bills for the locust timber will be made at lowest market-price. That letter is indorsed on the margin, "Prices of the articles named herein were reported to commandant by Paymaster Plunkett in letter of October 8, 1874."

By Mr. JONES:

Q. Mr. Plunkett made the prices for this timber?—A. The market-price; he is required to certify on all bills the correctness of the price.

Q. This amount was received here without authority from the bureau, and then afterward there was a requisition made?—A. Yes, sir.

Q. By whose orders were the prices made?—A. Mr. Plunkett simply reported the market-price, as required to do.

Q. Was it taken at his price?—A. I think it was; I am pretty sure the bills were made out at those prices.

Q. Have you any statement that you can make to the committee with regard to the purchase of any diving apparatus?—A. I find a letter dated April 3, 1874, signed by Isaiah Hanscom, Chief of the Bureau of Construction and Repair, addressed to myself, stating that "Messrs. Wells and Morse & Sons, of Boston, have been authorized to deliver at the yard under your command, subject to inspection, eight of their submarine diving apparatus, nickel-plated, and complete in every respect, at $1,500 each."

Q. What is that diving apparatus used for here?—A. It is used in submarine work, examining the bottoms of vessels; and on one occasion since I have been here, we found it very useful in cleaning the propellor of the torpedo-boat Intrepid, which had fouled on one of the mooring-chains of the Ohio.

Q. Is that a reasonable price for these diving machines?—A. I am not familiar with the prices of those things, sir, but it seems to me to be a pretty large price.

Q. What is a diving apparatus? Is it like a diving-bell?—A. It is a diving-dress. It is what is called "submarine armor," and it has connected with it, or as a part of it, a force-pump, for pumping air down into the dress, when the man is wearing it under water.

Q. Can they work under water with it?—A. Yes, sir; work very well.

Q. One dress cost $1,500?—A. That is the price, sir; it is stipulated that they are to deliver them at $1,500 each.

Q. What are they made of?—A. The dress itself is made of rubber, and the head-piece, which is a helmet, is made of metal of some kind. There are rubber pipes for conveying the air, which are inexpensive, and a double-piston force-pump.

Q. Did you need eight of them at once?—A. No, sir; not at this station. I presume the eight were ordered here to be distributed.

Q. How often have you used any of them?—A. I don't know of their having been used but once since I have been here.

By Mr. JONES:

Q. Are the eight here now?—A. No, sir; some of them have been sent away. I do not remember whereto or when, but I recollect that some diving apparatus were ordered to be sent away. In connection with that order, I find another letter of September 8, 1874, "inclosing triplicate bills in favor of Messrs. Andrew J. Morse & Sons and Thomas F. Wells, for $12,000, to be canceled together with the original and duplicate bills, which are presumed to be in possession of the above-named parties or the paymaster. In order to pay these bills out of the appropriation to construction and repair, 1874–'75, you will please have two new sets made out, giving the bureau's authority for the purchase of the article after July 1, 1874. I. Hanscom." That is all the correspondence that I know of in connection with those articles. In connection with the timber previously spoken of in my testimony as being unauthorized, on the 16th of September, 1874, I addressed a letter to the Chief of Bureau of Construction, informing him that I forwarded to the bureau requisition No. 32, for 2,697¼ cubit feet of locust timber. It was represented to me by the naval constructor that this timber was already in the yard, and the requisition was intended to cover its delivery. "The requisition is this day returned, with the approval of the bureau, and in the body of it is this remark: 'This price is high, and it should be obtained at the lowest market-rates.' This would infer that the bureau supposed that the timber should be purchased in the market, whereas I am informed by the naval constructor it has already been purchased, or, at any rate, delivered." I further stated that I could not see how the above indorsement could be acted on, and respectfully asked specific instructions in regard to the bills. I also stated in the same letter that "the constructor informs me that this timber was received by order of the bureau, but I can find no such order on the records of the office." Under date of October 5, the bureau orders bills made for that locust timber.

Q. State whether you have received any amount of lumber from Messrs. Trickey & Jewett by order from the Department for which there had been no requisition; and, if so, when and why did you receive it?—A. Besides what I have already testified to, as having been delivered in the yard by Messrs. Trickey & Jewett without authority, there was a quantity of white-pine lumber, the bills for which, amounting to $11,244.82, were approved by me on the personal assurance of Mr. Trickey himself that he had ample authority to make said delivery, and I transmitted the bills to the bureau with a letter explaining my action thereon. The date of my letter was July 30, 1874. Under date of August 1, 1874, the Bureau of Construction informs me that the white-pine lumber delivered by Messrs. Trickey & Jewett was delivered by the order of the Department, and that in order to make the books regular they directed me to have the usual requisition forwarded to the bureau for approval. That is all I can find in relation to unauthorized lumber or material.

Question by committee. "Please give the day, date, and amount of metal sent from the yard; whether it was sold here to parties, who took it away; whether or not the same was sold at private sale or auction."

Delivered to C. E. Pennock & Co., by bureau's order of January 31, 1872, aboard cars; sent to yard, 200$\frac{480}{2240}$ tons of bloom-iron, rolled at yard mill; 39$\frac{1329}{2240}$ tons bloom-iron, made by Pembroke Forge Company; and on the same order, to M. A. Herrick, treasurer Nashua Iron

Company, by order of D. W. Richards & Co., to them by John Roach & Son, and to them by C. E. Pennock & Co., $91\frac{624}{2240}$ tons of unsheared scrap-iron, and $50\frac{1}{2240}$ sheared scrap-iron. (See letter A.)

"A.

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*January* 31, 1872.

"SIR: The bureau has disposed of the old iron, &c., enumerated in the list inclosed in your letter No. 200 of the 23d, with the exception of the boilers in the Franklin and Niagara, to C. E. Pennock & Co., of Coatesville, Pa., who will remove it from where it now lies at their own expense.

"Please give them every facility of the yard to enable them to get this iron away without expense to the Government. Also please detail an assistant engineer to oversee the removal of this iron, to see that the quantity given in the report is removed and no more.

"Respectfully,

"J. W. KING.
"*Chief of Bureau.*

"Rear-Admiral CHARLES STEADMAN, U. S. N.,
"*Commandant Navy-Yard, Boston.*"

Delivered to American Tube Works, by bureau's order of July 3, 1874, and June 26, 1874, 221,810 pounds of old boiler and condenser tubes, and 10,450 pounds yellow-metal sheathing. (See letter C.)

"C.

"BUREAU OF STEAM-ENGINEERING,
"*Washington, July* 3, 1874.

"SIR: Referring to your letter of the 25th ultimo, No. 131, with the inclosure relative to old brass tubes, you are informed that the bureau has disposed of all the brass tubes in the engineering department of the Boston navy-yard that are considered unfit for use, to the American Tube Works, they to remove them after they shall have been loaded on their teams by the yard force.

"Please have the tubes weighed as delivered, and the weight reported to the bureau.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.

"Forwarded for the guidance of Chief Engineer Farmer.

"RICHARD M. BARTLEMAN,
"*Chief Engineer.*"

Delivered to John Roach & Son, New York, July 27, 1875, by schooner Ellen, bureau's order May 14, 1875, three screw-propellers, composition, weighing 34,480 pounds; also, two composition shoes; one composition palm, and a lot of scrap composition, weighing 22,256 pounds. (See letter E.)

"E.

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, May* 14, 1875.

"SIR: Please deliver to Mr. John Roach, at the Boston navy-yard, the following condemned composition screw-propellers, viz: One of 2 blades, removed from Worcester; one of 2 blades, removed from Ticonderoga; one of 2 blades, removed from Niagara. Also such old composition on hand as many not be required for the present or prospective uses of this bureau. Weights to be reported to the bureau as delivered.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS,
"*Commandant Navy-Yard, Boston.*

"Forwarded to Chief Engineer Farmer, in charge of stores.

"H. H. STEWART,
"*Chief Engineer, U. S. N.*

MAY 17, 1875."

Delivered September 7, 1875, to Mr. E. H. Ashcroft, of Boston, on bureau orders of May 20 and 31, 1875, 62,000 pounds composition; also, December 14, 1875, to Mr. E. H. Ashcroft, on bureau order of December 7, 1875, 6,000 pounds composition. (See letters F, G, and H.)

"F.

"BUREAU OF STEAM-ENGINEERING,
"*Washington, May* 20, 1875.

"SIR: The bureau has disposed of 50,000 pounds of the old composition in the Boston navy-yard to E. H. Ashcroft, to be utilized in the manufacture of the Wiard's apparatus, constructing by him for this bureau. Please direct that this amount be held subject to his orders.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*

"Forwarded to Chief Engineer Farmer, in charge of stores.

"H. H. STEWART,
"*Chief Engineer, U. S. N.*

"MAY 22, 1875."

"G.

"BUREAU OF STEAM-ENGINEERING,
"*Washington, May* 31, 1875.

SIR: Please direct that the composition delivered to Mr. Ashcroft be broken up into such zes as he may consider proper to expedite the work he has in hand for the bureau in making the Wiard boiler attachments. Also, that about 12,000 pounds composition be added to the order of the 20th instant.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*

"Forwarded to Chief Engineer Farmer, in charge of stores.

"H. H. STEWART,
"*Chief Engineer, U. S. N.*

"JUNE 2, 1875."

"H.

"BUREAU OF STEAM-ENGINEERING,
"*Washington, December* 7, 1875.

"SIR: Please direct that there be delivered to E. H. Ashcroft, at the Boston navy-yard, an additional amount of 6,000 pounds of composition if it is on hand in the engineering department of the yard, and can be spared, and forward report to the bureau when it is delivered.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*

"Forwarded to Chief Engineer Farmer, in charge of stores.

"H. H. STEWART,
"*Chief Engineer, U. S. N.*

"DECEMBER 9, 1875."

Delivered August 21, 1875, to John Dole, on the order of A. N. Booz, by bureau's order of June 7, 1875; three old boilers taken from the United States steamer Brooklyn, weighing as follows: 190,180 pounds iron and 30,570 pounds composition tubes. (See letter I.)

"I.

"BUREAU OF STEAM-ENGINEERING,
"*Washington, June* 7, 1875.

"SIR: The bureau has disposed, in bulk, of the two old boilers, taken from the Brooklyn, referred to in your letter, No. 121, of the 31st ultimo, together with donkey-boiler, to Robert Cathcart for A. N. Booz, to be cut up and removed by them, or order, at their own expense, within twenty-one working-days. Please direct that the usual facilities of the yard be afforded them in removing the material, and forward a report to the bureau when it is completed.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*

"Forwarded to Chief Engineer Farmer, in charge of stores.

"H. H. STEWART,
"*Chief Engineer, U. S. N.*

"JUNE 9, 1875."

Question by the committee. "Do you know of anything in your department that has been received after rejection?"

Received from C. E. Pennock & Co., in March, 1874, 33,104 pounds flange-iron, rejected for use in the construction of compound boilers, received to be used for the purposes for which it was adapted at a reduced price of from 2½ to 3½ cents per pound, in accordance with bureau's order of October 15, 1873. (See letter B.)

Respectfully submitted.

C. C. E. MOORE,
Clerk Steam-Stores.

"B.

"NAVY DEPARTMENT,
'BUREAU OF STEAM-ENGINEERING,
"*Washington, October* 18, 1873.

"SIR: Referring to your letter, No. 234, of the 8th instant, inclosing report of Chief Engineer Garvin, relative to rejected iron of E. C. Pennock & Co., you are informed that this firm have accepted an offer to receive 7 cents per pound therefor, and you will please forward approved bills for the same at this price, and have such of the iron as can be used to advantage, as plate-iron for purposes of this bureau, placed in store, and the balance rolled into bar-iron in the mill at the yard under your command.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. G. PARROTT, U. S N.,
"*Commandant Navy-Yard, Boston, Mass.*

"Furnished for the information of Chief Engineer Johnson, in charge of stores, who will please comply with the foregoing.

"BENJ. F. GARVIN,
"*Chief Engineer.*

"OCTOBER 21, 1873."

Respectfully submitted.

C. C. E. MOORE,
Clerk of Steam-Stores.

Question by committee. "Have any engines or machinery been delivered to outside parties; and, if so, to whom, when, and by whose order.

Delivered to John Roach & Son, November 23, 1874, by bureau order of October 20, 1874, all of the engines, pumps, shafting, propellers, and instruments of the United States steamer iron-clad Miantonomoh. Delivered June 7, 1875, to James Power & Co., on order of John Roach & Son, the four boilers complete belonging to the same. Weight of iron in boilers, 179,980 pounds; old composition, 21,490 pounds. (See letter D.)

"D.

[Telegram.]

"PHILADELPHIA, *October* 20, 1874.

"To Commodore E. T. NICHOLS,
"*Charlestown, Mass.:*

"Please deliver to John Roach all the machinery, boilers, and appendages belonging to

Miantonomoh connected with and under cognizance of bureau of Steam-Engineering and return invoice of same, which forward to bureau after delivery.

"WM. W. W. WOOD,
"*Chief of Bureau.*

"Forwarded to Chief Engineer Farmer, in charge of stores.

"EDWARD FARMER,
"*Chief Engineer, United States Navy.*

"OCTOBER 20, 1874."

Now being delivered to John Dole on bureau's order of January 27, 1876, the machinery of the two monitors, Wassuc and Shawnee, at the price of $10,200. Sold by the Department. (See letter J.)

"J.

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, January 27, 1876.*

"SIR: The honorable Secretary has directed the acceptance of an offer of John Dole to take the machinery of the two monitors, Wassuc and Shawnee, as it now stands in the vessels, for $10,200, and you will please deliver it to him, the amount to apply on the contract for cutting up the vessels; and if any balance remain due, the same to be deposited with the paymaster United States Navy, at Boston, and inform the bureau how much was applied on contract and how much deposited.

"Respectfully,

"W. W. W. WOOD,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*"

Respectfully submitted.

C. C. E. MOORE,
Clerk Steam-Stores.

Question by committee. "Did you ever manufacture any iron in this yard; and, if so, what kind, and at what cost? When was the mill closed, and by whose order?"

There was manufactured in this yard from the time the mill commenced running, in May, 1872, up to the time it was closed, June 30, 1874, a total of about eight hundred tons of flat, square, round, half-round and angle shapes. The cost per pound for this iron to the Government, ascertained by adding the cost of the scrap-iron at the market-rate of 1¼ cents per pound to the total of money paid out for labor, coal, oil, supplies, and superintendence, and dividing this amount by the total quantity of iron produced, was 3 7/10 cents.

The mill was closed per order of Bureau of Steam-Engineering, July 1, 1874, and the order for the same was dated June 30, 1874.

Respectfully submitted.

C. C. E. MOORE,
Clerk Steam-Stores.

BOSTON, *March* 20, 1876.

Captain EDWARD Y. MCCAULEY sworn and examined.

By Mr. BURLEIGH:

Question. What is your office?—Answer. Captain in the United States Navy; captain of the navy-yard, Charlestown.

Q. How long have you been here?—A. Since December.

Q. Are you acquainted with the manner of employment of laborers on the yard?—A. No, sir; excepting in my own department. I am also equipment officer. I am the police officer and equipment officer.

Q. You are the executive officer of the yard?—A. No, sir; that office was abrogated about a year ago.

Q. Since you have been here, do you know of any cases where persons have been designated by the bureau at Washington to be employed at this yard when no requisition had been made for them here?—A. No, sir. In my present position I would not be likely to know anything about it.

Q. Do you know of any person drawing pay on this yard who performs no service here?—

A. No, sir; I do not. Those things are kept entirely out of my way. I know about a man named Jeremiah Galvin here, about whose honesty there are some suspicions, and it is very questionable in my mind if he earns his $3 a day as inspector of chips.

Q. Are you making any chips here now?—A. They are always cleaning up the yard, getting wood out of the docks, &c.

Q. How many men have you at work making chips?—A. None at all in my department.

Q. This man is inspector of chips?—A. Yes, sir; he is inspector of chips.

Q. And his pay is three dollars a day?—A. Yes, sir.

Q. How long has he been here?—A. I haven't the slightest idea. I presume, from my general impression of the thing, at least a year. He came here by an order from the department. He cannot read nor write. His tickets come in to me signed by a cross. He has been moved from one place to another, and is now inspector of chips.

Q. Do you know of any person who is on two pay-rolls, drawing pay from two different bureaus or departments?—A. No, sir.

Q. Do you know of any abuse of any kind in the naval service here or elsewhere?—A. I have nothing at present in my mind that I could testify to; and what I have is hearsay. When in command of a ship—and I have had practically the command of the Asiatic squadron—I am responsible for everything; and no double-dealing can take place unless I have a hand in it myself, and that I am under too heavy bonds for.

Q. That is, your honor?—A. My existence—35 years' service; all the past, and no future.

Q. Do the officers stand more in fear of what we may call politicians than they do of the contractors?—A. I don't think they stand in fear of politicians. I do think they stand in fear of contractors. That is the general character of the officers of the Navy. That is to say, if I should meet a politician, the chances are, I meet a gentleman and a friend. If I should meet a contractor, I should run as fast as possible to get out of his way.

Q. For what reasons?—A. Because I have seen so many cases in my life-time of contractors getting officers into trouble. I have seen officers who have avoided them.

Q. Into such trouble as what?—A. I was on a survey in 1851 or 1852, and sent home some bread from the Independence, at Spezzia, and the bread was bought by a contractor, rebaked, and sent out again to me. It was reported bad, and I went and examined it, and found it in the barrels that I had marked myself That bread came home, and was bought the second time, and the lieutenant who was inspector in the yard refused to pass it. He was told to do so by this contractor, and refused, and the next morning a telegram came removing him, and the bread came out to the Mediterranean the third time. I think that to remove an old officer, with a large family, under such circumstances, is too bad.

Q. How did the contractor accomplish that?—A. He must have applied to the Department to have him removed, because he had not passed his bread. That occurred in the New York navy-yard in 1852.

Q. Have you had any cases of that kind since then?—A. Not that I remember at the present moment. These cases come up and dwindle away.

Q. Do you think that fear of contractors prevails among the officers of the Navy where they are brought in contact with them?—A. I do.

Q. For such reasons as you have testified?—A. Yes, sir.

Q. Have you ever known any contractor to threaten any naval officer if he interfered with his supplies in any way that he would get him removed?—A. No, sir. All I know is by hearsay. I never come in contact with them personally, but I know that is the feeling among the officers. This feeling does not arise from a solitary instance. I have heard relations of the facts about timber coming into the yard. A quantity of timber came into the yard; part of it was received, and part of it was condemned. The contractor, after a short time, produced orders from Washington to receive this rejected timber. I hear these things. I know that that contractor has that power, and were I brought in contact with him, he would tell me either to pass that timber, or I should leave the yard.

By Mr. MILLS:

Q. Do you know of any instances where contractors have prevailed on the Department at Washington to remove an officer on his refusal to pass any of their material?—A. I know Commodore Boardman was removed from the New York navy-yard, shortly after he went in there as commandant, because he refused to do what some ward politicians told him to do.

Q. If a man stands by the Government up and down in trying to do his duty, he does it, then, at the peril of being removed, in your opinion?—A. I think he does.

Q. Do you think that that feeling obtains among the naval officers generally?—A. I think it does.

Q. Do you know any instances where men who have endeavored faithfully to discharge their duty, and reported some abuse or something of that kind, have been removed?—A. Yes, sir; I know the case of that lieutenant, which occurred in 1852. I cannot, unfortunately, give his name. I cannot give instances, but my general impression is that if a Navy officer came in contact with a contractor, and refused to do what he was asked to do, influences would be brought to bear against him.

Q. Are the same influences brought to bear upon the employment of persons in the yard as laborers?—A. That I can't say. I have nothing to do with it. The laborers are all appointed by other people, and the commandant has charge of all that.

Q. Has it been customary in the departments to remove skillful mechanics, and put on unskillful ones, that they may serve political ends?—A. Yes, sir.

Q. Are we to understand from what you have stated that a contractor has more influence with the Navy Department than naval officers have?—A. Most decidedly, I should say so.

Q. You do not feel that you could safely say to the Department at Washington, "This is detrimental to the public service?" You do not think it would be safe to make a complaint that such doings were detrimental to the public service?—A. I think that, in an individual case, where I honestly recommended that a thing should not be done, I would be listened to by the Department at Washington; but I think a persistent rejection of articles or interference with contractors would result in my removal.

Q. So you would not feel safe in pursuing such a course?—A. No, sir.

Q. You understand that when a person is employed here, it is with the understanding that he is to vote a particular ticket, or use his influence for its success?—A. That I can't say about; that is merely hearsay; I believe it is so.

Q. Have you heard any of those employed say so?—A. No, sir; not lately.

Q. Do you know of any officer or employé of the Government who has given any consideration in money, or property, or the representative of either, for any position or any benefit to be derived thereby?—A. I do not.

Q. Do you know of any contractor or other person not connected with the Government who has given any money, property, or the representative of either, to any person connected with the Government, for the procurement of any contract or other benefit from the Government?—A. I do not.

Q. Do you know of any person connected with the Navy who has received any money, or property, or present, for the procurement of any office, or any contract, or for any benefit in any manner?—A. No, sir. That is entirely without the limits of my knowledge. I could not possibly know it.

Q. Do you know of the fraudulent or improper removal of any arms, munitions, or materials for ship-building, tools, or property of any kind, belonging to the Government?—A. Only cases of petty larceny that come under police.

Q. In those cases, have the perpetrators been discharged if they were employés on the yard?—A. They have been proceeded against legally, before the United States commissioner.

Q. Have they been punished?—A. No.

Q. Because they were not proven guilty?—A. I will state an incident. A man went out the other day with two logs of lignum-vitæ slung across his shoulder, with his coat thrown over them. The guard saw him, arrested him, and took him over to the commissioner. He was discharged, because the commissioner said nobody could say that he did not carry those sticks of wood into the yard. He probably took them into the yard, and brought them out in that way, concealed under his coat!

Q. What is your opinion of the compound engines?—A. I have never seen one operate, but I don't think they have produced the effect in our men-of-war that they were intended to produce, from the reports I have heard from vessels where they are used. I don't think they are as economical as simple engines.

Q. Do you know of any person using the labor or property of the United States for the benefit of any other than the Government?—A. No, sir.

Q. You do not know of the laborers in the yard being used for the benefit of persons outside the yard?—A. I know nothing of that kind, of my own knowledge. The commandant has undoubtedly told you what has come within his knowledge. There is a long story about the dredger which he knows, and probably of a good deal else.

Q. Do you know anything about false bidding, straw-bidding, or combinations among bidders or dealers to suppress competition?—A. No; I should not be likely to know of it.

Q. Do you know whether there is room in your wet basin here to take care of all your live-oak?—A. I think there is, properly stowed.

Q. It is not all in the basin?—A. No, sir; but there is room for it.

Q. Does all the live-oak that is on the yard belong to the yard?—A. No; there is some here that does not belong to the Government. There is some that has been condemned, which is to be removed, and there is timber in process of coming in to fill contracts.

Q. Is there any live-oak timber in the store-houses that the Government does not own?—A. None that I know of.

Q. Do you examine the articles that come into your department?—A. Yes, sir; and if I have any doubt I call in an expert.

Q. What do you mean by "an expert?"—A. If t is crockery-ware, when I am in doubt about it, I send over to Abraham French, and get him to send over a man. For the prices I refer to the price-list. For iron-ware, I call in the blacksmith of our department, and ask him to inspect the article. If it s anything which I know nothing about, I send over to town and get an expert to come over before I certify to the receipt. It is not often that I have to send for experts.

By Mr. BURLEIGH:

Q. Is it the general opinion of naval constructors and men acquainted with ship-building that the frames of ships should be built of live-oak?—A. Yes, sir.

Q. If ships are to be built of live-oak, is there any necessity for bending-machines to bend the timber?—A. No; I believe they are of very little use.

Q. Do you think that the frame of a ship ought to be built of bent timber?—A. No, sir.

Q. Is it customary to advertise for bids for supplies?—A. When large amounts are required, it is. I have not been familiar with that. I make my requisitions on Washington, and they direct me where to obtain the goods. They refer me to some firm, stating that the article can be obtained at such or such a place in New York, where they have made contracts for general delivery to the service.

Q. And you buy directly from them?—A. Yes, sir; we send the requisitions directly to them, and they fill them. We don't negotiate about the price at all. That the Department arranges, and it has a schedule of prices. Nichols & Co., I believe, are the contractors for crockery, as being the lowest bidders.

Q. Are the bills sent to you?—A. The bills are sent to me merely to sign as received.

Q. Are you posted in regard to the market-prices of the articles on those bills?—A. Yes, sir.

Q. What is your opinion in regard to the price paid by the Government; is it lower or higher than the market-price?—A. I think, at the time the bids were made, they were very fair prices. At the present time, I think they are in excess.

Q. You think the Government is paying more than the articles could be bought for in open market?—A. Yes, sir; I called the attention of the Government to the fact that they were paying 20 per cent. more for crockery from Nichols & Co. than I could get it from Abraham French & Co.

Q. Do you know whether they have a yearly contract with Nichols & Co.?—A. No, sir; I know nothing about it. I merely presume that they have, the same as they have for our hardware. A majority of our hardware comes from Walton & Co., New York.

Q. Do you know what they pay for that; whether it is above or below the market-price?—A. No; they do not pay above the market-price. We have had but very little since I have been here; but wherever the price is in excess of the market-price, I call the bureau's attention to it.

Q. Have you been called upon to notify them of that fact more than once or twice?—A. Yes, sir; two or three times. But the bureau could not very well have been aware of it. In one case it was some buoys furnished by Walton & Co. They charged $80 or $90 for a buoy.

Q. How many were there?—A. I think three or four.

Q. You were ordered to buy those buoys?—A. Yes, sir; they were ordered to supply them.

Q. By the bureau at Washington?—A. Yes, sir; by the bureau of Equipment. The moment I called the attention of the bureau to it, they wrote me not to pay the bill, but to settle it on the basis of some just price. I wrote to New York to ascertain what they were paying at the yard there, and asked the chief engineer what Lowmoor iron was worth; and then, making a fair allowance for having molds made, I allowed them $33 for the buoys, I think it was, instead of $80.

Q. Have you had other goods of the same firm?—A. Yes, sir.

Q. How were the prices of the other goods?—A. Very moderate; very reasonable. In our Bureau of Equipment, whenever there is an excess of charge, or anything irregular in that way, I immediately report it to the bureau, and in every instance have had the matter attended to and corrected.

Q. Have they given orders to this firm since that time?—A. No, sir. That was for the Vandalia, and she went off, and we closed down on all purchases after that. The purchases in the bureau are very small. There is nothing but state-room furniture and carpets for the cabin.

Q. Don't you have a purchasing-paymaster here?—A. There is one in Boston.

Q. Does he not purchase such articles as you call for?—A. No, sir; the bills go to him for settlement.

Q. Does he not go into the market and make purchases?—A. That is merely incidental, when we are short of anything, and have no time to send anywhere else to get it, or it is something not in the regular line. If we want a few pounds of wire to make hooks, of course we get it from some other department. If we want some small thing, a dozen chairs for a cabin, for instance, we send over there.

Q. Is that all the use you have for the purchasing-paymaster?—A. O, no.

Q. What does he do?—A. He settles for all the purchases for the yard, settles for the transportation we send away, settles for the transportation on board of the receiving-ship, and pays all bills outside of the navy-yard; pays the Navy officers' traveling expenses, and the Navy officers' pay that are ordered to the station.

By Mr. BURLEIGH:

Q. Do you know whether your bills are paid with the usual promptness now or not?—A. No, sir; I can't say.

Q. You know of no failure in the promptness of payment?—A. I can't say whether there is or not. The bills receive my signature indorsement that they are correct.

Q. You know about your own pay?—A. Yes, sir.

Q. Are you paid in full?—A. Yes, sir; but as soon as a bill leaves my hands, with my indorsement upon the back that the material has been received in good order, that bill goes over to the purchasing paymaster, and I see no more of it. Whether it is paid six months after, or a year after, it is impossible for me to know. I presume they are paid about as rapidly as Government bills usually are.

Q. Do you think the office of civil engineer in this yard is necessary?—A. Not at all.

By Mr. MILLS:

Q. Do you think his clerk can be dispensed with?—A. I cannot go into the detail of the matter, but I think the office might be dispensed with altogether, as I am under the impression that it is rarely a civil engineer fills the position.

Q. Do your duties and his ever come in collision?—A. No.

Q. Are there not a great many of the duties which he attends to which you could just as well do?—A. Yes, sir; he does not come in contact with me. He could not do it, because the distance between us is too great. I have charge of the yard, and in the absence of the commodore I am commandant. But I can see his finger in a good many things where he trusts to my easy-getting-along manner.

Q. Are you familiar with the duties of the watchmen?—A. Yes, sir.

Q. Do you think that those duties could as well be performed by the marines?—A. I doubt if the marines could do the duty as well. These watchmen have been here for twenty or thirty years, and they have too much to lose to connive at any dishonesty; whereas a marine, who is here to-day and on board ship to-morrow, has not the same interest.

Q. How many clerks have you, and what work do they perform?—A. I have one clerk, who keeps the record of all the laborers in the yard. Reports from all the different departments are sent to me every day I receive a written statement of all the yards and docks people and what they are employed at, cleaning streets, screening coal, and whatever every man is doing. There are some twenty or thirty of them. Then he also keeps the navy-yard log, and does any writing I may require.

Q. You have only one man?—A. Only one man. I had two, but since we reduced the work down I discharged one.

Q. Do you think the inspector of timber might be dropped, and the heads of bureaus do the work better?—A. My impression is that the head of the bureau does the work, independently of the inspector.

Q. Do you mean to say that he does not follow the inspection by the inspector?—A. When the inspector has inspected a lot of timber, Mr. Easby goes down and inspects the timber himself, and satisfies himself personally that it is all right.

Q. Then whose inspection is taken?—A. Mr. Easby's.

Q. What is the use of the other man's inspection?—A. I don't know. That is something outside of my department.

Q. Do you have an inspector in your department?—A. No, sir; I have a lieutenant-commander who is my assistant in that department, and signs himself as inspector.

By Mr. JONES:

Q. Are you familiar with the form by which articles are passed out of the yard?—A. Yes. They are passed out by a pass signed by me.

Q. Who is the gate-keeper?—A. The gate-keeper is the sergeant of the guard, with a detective there by the name of Trickey.

Q. What is Mr. Trickey's duty?—A. It is that of a detective, and very useful he has been, too, in searching out petty larcenies, thefts, and preventing, by his knowledge of the people, disreputable characters from coming into the yard. He is there at all hours when the yard is open, when carts are coming in and out, and he also sees that the workmen in going out carry off nothing. A good many men have been stopped by him since he has been on duty in the yard, who were attempting to carry off things.

Q. Is he a son of the contractor?—A. He has acknowledged to me that Mr. Trickey is his father.

Q. Could he pass out material without your knowledge?—A. Yes, sir.

Q. Does he ever do it?—A. As far as I know the man, I don't think he does.

Q. By whom was he appointed?—A. I don't know. It was long before my time.

Q. Do you know of any abuses about this yard?—A. None at all have occurred so far since I came here, except what the commandant has told you.

Q. Do you know of any Government officer receiving presents or bribes of any kind?—A. I do not.

Q. Have you ever heard of any?—A. No, sir.

BOSTON, *March* 21, 1876.

Testimony of Capt. E. Y. MCCAULEY, continued.

The WITNESS. About this coal. It appears it was ordered to come in detail. Mr. Bartle-

man inspected the first, and they came and rejected it; a board of Navy officers was called. That which arrived was ordered to be docked by the Navy Department, and the cost of picking to be taken from the bill of the cost-price. There are the bills made out with the cost deducted of picking the coal; and there is a letter here also which I don't understand, referring to something of that kind. At that time we didn't receive the orders describing things. This was in 1870, when I was far away. This letter is to the commandant, Commodore Charles Steedman, I presume—to the Navy Department Bureau of Inspection. [Reads letter dated September 14, 1870.]

By Mr. MILLS:

Q. Mr. Bartleman says that this was about 3,500 tons of coal.—A. Here are the amounts of coal received of S. P. Brown. Here is one of 464 tons, by schooner Mountain Eagle, $3,300, cost of picking coal, $213, deducted. Here again is S. P. Brown. There is no deduction there. It was that one single lot, I presume. That is all I could understand about it very well. It was never all delivered.

Mr. BARTLEMAN. I have my rejections for four of the vessels, and, if my memory serves me, I stated that the other vessels contained the same kind of coal, and it was decided by the other officers. I inspected four, for I have read the orders this morning. [Reads report upon the coal that was suitable to be received, signed by Spencer. Also, report of Chief-Engineer Bartleman, on another lot that was not suitable to be received. Also, another report recommending that the bone and slate be picked out of another cargo, which was ordered to be done at the expense of the contractor.]

Q. Was it impossible to get good coal without doing that?

Mr. BARTLEMAN. We managed to get good coal the other day by rejecting everything which was attempted to be shoved off upon us. It had to be picked at the mines and not at this yard. If a party contracts to give good coal, it is not the way to make it good coal by picking it after it comes here. You can't stand over the men who are picking it and watch them.

Q. Did they use the force of the yard in picking it?—A. I think they used the ordinary gang of the yard in picking this coal.

Q. How many of them were at work?—A. I cannot tell; but it was a suitable number of them.

Mr. MILLS. Take time to-morrow and hunt up the information.

Adjourned to 7 o'clock p. m.

Coal received from S. P. Brown & Son under their contract for the years 1870 and 1871.

	Pounds.
Schooner M. A. Franklin	$801\frac{168}{2240}$
Schooner Panther	$852\frac{630}{2240}$
Brig M. C. Comery	$464\frac{1320}{2240}$
Schooner Loretta Fish	$563\frac{900}{2240}$
Schooner Rhoda Holmes	$548\frac{355}{2240}$
Schooner S. A. Watson	$429\frac{800}{2240}$
Schooner M. D. Haskell	$456\frac{1642}{2240}$
	$4,116\frac{420}{2240}$

Report of board appointed to examine the coal of the M. D. Haskell.

UNITED STATES NAVY-YARD, BOSTON,
September 28, 1870.

SIR: In obedience to your order of this date, we have held a strict and careful survey on the cargo of coal of the brig Comery, and respectfully report: That in our opinion a satisfactory selection can be made from it, so as to receive it in conformity with the contract; and we recommend that all the lumps of solid slate and those containing slate or dirt, so far as practicable, be picked out by hand before it is received in store.

Respectfully, &c.,

A. BRYSON,
Captain United States Navy.
E. LAWTON,
Chief Engineer United States Navy.
E. D. ROBIE,
Chief Engineer United States Navy.
J. HANSCOM,
Naval Constructor United States Navy.

Commodore CHAS. STEEDMAN,
Commandant.

Approved.

CHAS. STEEDMAN,
Commandant.

This coal was picked over on the recommendation of the board by the ordinary gang, and charged by Bureau of Yards and Docks to the department in transfer account; the total cost of picking the coal was deducted from the account of S. P. Brown & Son.

Copy of report of board appointed to examine coal of schooner M. D. Haskell.

UNITED STATES NAVY-YARD, BOSTON,
September 30, 1870.

SIR: In obedience to your order of this date, we have held a strict and careful survey on the coal now in the schooner M. D. Haskell, and report that, in our opinion, it is not of a quality sufficiently good to be received.

Respectfully, your obedient servants,

A. BRYSON,
Captain United States Navy.
E. LAWTON,
Chief Engineer United States Navy.
E. D. ROBIE,
Chief Engineer United States Navy.
GEO. P. HUNT,
First Assistant Engineer United States Navy.

Commodore CHAS. STEEDMAN,
Commandant.

This board was appointed by commandant to examine this coal, and the correspondence in relation thereto was made by the senior officer of the board.

[The Western Union Telegraph Company, dated Washington, D. C., October 1, 1870. Received at Charlestown, Mass.]

To Commodore CHAS. STEEDMAN,
Commandant Navy-Yard:

Coal per Mary E. Haskell has been inspected, passed, and paid for at Philadelphia. It must be received.

DANL. AMMEN,
For Chief of Bureau Equipment and Recruiting.

Copy of report of board on the schooner Loretta Fish.

UNITED STATES NAVY-YARD, BOSTON,
September 28, 1870.

SIR: In obedience to your order of this date, we have held a strict and careful survey on the coal in the schooner Loretta Fish, and report, in our opinion, the quality is not sufficiently good to be received.

Respectfully, &c.,

A. BRYSON,
Captain United States Navy.
E. LAWTON,
Chief Engineer United States Navy.
E. D. ROBIE,
Chief Engineer United States Navy.
GEO. P. HUNT,
First Assistant Engineer United States Navy.

The correspondence in relation to this coal was made by the senior officer of the board, and we have no record on the files of this office in relation to the above coal.

Copy of report of board appointed to examine coal of schooner M. A. Franklin.

UNITED STATES NAVY-YARD, BOSTON,
September 14, 1870.

SIR: Agreeably to your order of this date, we have held a strict and careful survey u the coal on board the schooner M. A. Franklin, and respectfully report in our opinion it i good quality, and should be received.

Respectfully, your obedient servants,

W. F. SPICER,
Captain United States Nav
E. LAWTON,
Chief Engineer United States Na
GEO. P. HUNT,
First Assistant Engineer United States Na
C. J. McCONNELL,
Assistant Engineer United States Na

Commodore CHAS. STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston.

Approved.

CHAS. STEEDMAN,
Commandant.

We have no correspondence in this office showing why this board was ordered.

Report of board appointed to examine coal received from schooner R. Holmes.

UNITED STATES NAVY-YARD, BOSTON,
September 28, 187

SIR: In obedience to your order of this date, we have held a strict and careful surv the coal now in the schooner R. Holmes, and report that in our opinion it is not of a qu sufficiently good to be received.

Respectfully, &c.,

A. BRYSON,
Captain United States Na
E. LAWTON,
Chief Engineer United States Na
E. ROBIE,
Chief Engineer United States Na
GEO. P. HUNT,
First Assistant Engineer United States Na

Commodore CHAS. STEEDMAN,
Commandant.

Approved.

CHAS. STEEDMAN,
Commanda

The correspondence in relation to this coal was between the senior officer of the b and the commandant.

BOSTON, *March* 20, 187

E. K. McMICHAEL sworn and examined.

By Mr. BURLEIGH:

Question. Do you know anything about the bending-machine at the navy-yard?—Answ I known of a bending-machine that once stood in East Boston, which was built by Mr. G fiths, and, as I understood, was owned by Glidden & Williams, Howes & Crowell, an man by the name of Brown. I was a ship-builder at that time in Boston, and some time a the machine was completed and in operation, I was invited, with others, to witness its op ation. At that time Mr. Isaiah Hanscom, who was then constructor at the Charlestown na yard, was present, and Mr. Griffiths bent one or more sticks of timber. I had talked w Mr. Hanscom before in regard to the machine, and he always claimed that it was an i practicable thing, and after witnessing the operation, Mr. Hanscom said that the machine w not practicable for ship-building purposes. His argument was, that you could not ben

straight stick of timber, and have it as strong as nature would make a crooked stick. He did not believe it would ever come into practical use as a practical success in ship-building.

Q. Was William Hanscom there at that time?—A. No, sir; I do not know that he had been re-instated at that time, and I do not know but he had.

Q. Do you know that that machine was ever used in building a ship?—A. Yes, sir.

Q. What was the name of that ship?—A. The New Era.

Q. How large a ship was she?—A. I think about 1,200 tons.

Q. What was her frame made of?—A. White oak. They were a long while building her, and Mr. Griffiths told me the cause of the delay was, that they could not get the right kind of timber to bend; it took a peculiar kind of timber. He talked with me about getting some timber for him. I had a brother-in-law in Maryland who was in the business.

Q. Ordinary timber would not work with that machine?—A. No, sir; that is, not for sharp curves.

Q. Did you ever know the frame of any other ship to be built by the use of this machine except the New Era?—A. No, sir.

Q. Do you know whether or not the New Era was pronounced a success?—A. Mr. Griffiths pronounced it a success, and I have heard some of the owners of the vessel say it was a success. That is, the ship stood well.

Q. Did the owners of the bending-machine own any part of the ship?—A. The owners of the machine built the ship, as I understood.

Q. Those same owners never used it on any other ship?—A. No, sir; it was never used except on this one ship.

Q. Have those same owners built any ship since?—A. Not that I know of.

Q. What became of that machine afterward?—A. I understood the Government bought it and put it into the Charlestown navy-yard.

Q. Don't you know that they put that machine into the Charlestown navy-yard?—A. I did not see it going there. I know it as well as I know anything that I did not help handle.

Q. Did you ever see it in the yard?—A. I was never in the building but once.

Q. State to the committee what you know about the machine after that?—A. I have no knowledge to impart about the machine after it was in the yard. I don't know anything about it.

Q. What other prominent ship-builders were present at the time the trial was made at East Boston?—A. I don't remember now.

Q. Was there a difference of opinion in regard to the value of the machine, at that time, outside of those interested in it?—A. I don't think you can find a ship-builder in Boston who would not condemn it.

Q. And did then condemn it?—A. Always did, whenever I heard them speak of it.

Q. How large was the timber that you saw operated on there with the machine? Was it large enough for the frame of a thousand or twelve hundred ton ship?—A. If I remember, he bent two sticks for hanging knees that would have been suitable to put into a ten or twelve hundred ton ship.

Q. Did he break the grain of the timber in bending it?—A. Not very much, those pieces that he bent.

Q. Were they steamed before he bent them?—A. Yes, sir.

Q. They were hot when he bent them?—A. Yes, sir.

Q. What is the usage here, where a man proposes to build the hull of a ship; is he expected to put her in the water or not at his own expense?—A. Yes, sir.

Q. I believe you made a bid on the Enterprise?—A. Yes, sir.

Q. Did you expect to put her in the water when you made that bid?—A. I should not want to say without looking at my proposals. Perhaps I may have excepted that. If I did not except it, I expected to put her in the water, of course. If I build a vessel, I expect to launch her.

Q. In the case of the McKay ship, building the hull and putting in the machinery, what would you expect, if nothing was said in regard to launching her?—A. I should have expected to have built that ship, launched her, and done all the wood-work connected with putting in the machinery—"waited upon the machinery," as we call it; cutting the holes, and doing all such work.

Q. How much would it be worth to launch that ship?—A. I would have launched the McKay ship for $500.

Q. Without assistance from the Government employés?—A. O, yes.

Q. What would have been the expense of launching the Enterprise, built in Kittery, the Government putting out the lines to stop her, furnishing blocking convenient, making the wedges, and getting out the ways?—A. I should rather launch a ship outside, but then I should have been glad to launch that ship for $500.

Q. Do you think that $500 would have been sufficient to launch the Enterprise where she was?—A. Yes, sir.

Q. Do you think it could have been contracted to have been done for that by as good ship-builders as there are in this vicinity?—A. Yes, sir.

Q. It was a pretty large job; was there much competition and talk among ship-builders in relation to getting these contracts?—A. Yes, sir; considerable on both ships; that is,

on the Griffiths and McKay ship. There was considerable competition on the Griffiths ship.

Q. There were not a great many bids, I suppose you understand?—A. I understand there were but three bids.

Q. Did you ever understand or hear why there were not any more? Did you ever hear any ship-builder say they should not build the ships, and give any reason for not bidding on either of them?—A. I have heard some of them say the reason they did not bid was because they took it for granted I was going to have the Griffiths job, and it was no use for them to bid for it. I have understood that the people at Kittery supposed I was going to have her. I don't know why they should think so.

Q. Did either Mr. McKay, or Mr. Griffiths, or both of them, hold out any inducement to you to aid them in getting their contracts?—A. Mr. Griffiths never did. I did all I could to aid Mr. McKay.

Q. How much did he agree to give you for doing that?—A. He agreed to give me for helping him get the vessel, and my services on her, (I went to Washington for him, at his request, and assisted him what I could,) which were not to exceed four months, $3,000.

Q. Did you go to Washington and render him four months' service on it?—A. No, sir; the four months' service was to be in building the ship.

Q. Did you render it to him?—A. No, sir.

Q. Did he pay you $3,000?—A. No, sir.

Q. How much did he pay you?—A. He paid me $675.

Q. Whom did you see in Washington in relation to it?—A. I talked with Mr. Hanscom.

Q. What inducement did you hold out to Mr. Hanscom?—A. Well, I don't know; I simply coaxed him to give it to McKay; that is all there was about it; the same as anybody would.

Q. You went to Washington and used what influence you could with Mr. Hanscom to get him to give the ship to him?—A. Yes, sir; that covers it about all. I made no promise and offered no inducement to him.

Q. When he got the contract Mr. McKay did not require your services any further?—A. Mr. McKay commenced work on his ship, and I asked him from time to time when he wanted me to go to work. Finally, I did go to the navy-yard, and picked out a stem, a stern, &c., and worked four or five days for him. His friends were all the time coming to me and asking me if I wouldn't settle off with McKay short of $3,000. The first I knew, to my surprise, I had an appointment from the Navy Department to go to New York and superintend the repairs of iron-clad ships. Then I looked the thing all over, and knowing he was a hard man to get along with, I settled with him the best I could, and got $675, when he had agreed to give me, and I have his writing to that effect, $3,000.

Q. What iron-clads did you superintend?—A. I superintended the repairs on the Catskill and one other iron-clad, the name of which I cannot recall.

Q. From whom did you receive the appointment, how long were you there, and what were you paid?—A. I received a telegraphic dispatch from the Chief of the Bureau of Construction, Mr. Hanscom, to report at No. 34 Murray street, to Mr. Steele, who was the constructor there; that is, he had charge of all the outside work. I went there without knowing what my pay would be, really. It was intimated to me that it would be $1,500 a year. I supposed it would be more, and I went there and staid through January, February, March, April, and May. The Catskill was repaired by Tom Rowan, at Green Point. The other vessel was repaired right across the river, at Quintard & Murphey's. They were light-clad monitors, both of them. I was acting under Robert Steele, constructor.

Q. What pay did you get for that?—A. At the rate of $1,500 a year. That shows you that it was a losing go with me, settling off as I did with McKay. I could not afford to stay in New York for any $1,500 a year.

Q. Were you in Washington at the time the President signed the bill for the building of the eight sloops of war?—A. I was there the day the President signed the bill, as I was told.

Q. Was Mr. Griffiths there at the same time?—A. Yes, sir.

Q. Did you have any talk with him about building any of those ships?—A. I talked with him about where they would be built, and he told me they would part of them be built outside and part in; and he told me he should have one of them.

Q. Did he tell you the grounds of his belief?—A. Not at all. I was rather surprised that the man should know so much. I did not know any reason why he should know.

By Mr. MILLS:

Q. Did Mr. Hanscom tell you anything about it?—A. No, sir.

Q. Did you have any conversation with him on the subject?—A. Not a word.

Q. Did your bid on the Enterprise cover all the specifications required?—A. Yes, sir. I was very particular in that matter.

Q. Why were you so particular?—A. Because I thought it was an important matter for me to cover everything in my proposals, so that I should not leave out anything that anybody would put in, and thereby lose the contract by not putting in all the specifications called for.

Q. What was the amount of your bid?—A. $46,725. I would like to state that I em-

ployed one of the best naval architects in the country to take the specifications and draw my proposals from it, being sure to cover every point.

By Mr. JONES:

Q. Do you know whether those specifications for the Enterprise are in the yard now?—A. I presume they are.

By Mr. MILLS:

Q. Did you have any memorandum furnished you by Mr. Hanscom explaining what was meant by those proposals?—A. Never in the world. Not a thing.

By Mr. BURLEIGH:

Q. Did you have the proposals according to the advertisement of July 30, 1873, for building these sloops-of-war?—A. Yes, sir.

Q. Did you cover all that was mentioned in those proposals?—A. Everything.

Q. Was there anything impracticable in making a contract strictly according to the proposals published and the specifications?—A. No, sir; I should not have objected to it.

Q. Did Mr. Hanscom or anybody else describe what were the "facilities of the yard?" What did you understand by that phrase?—A. I understood that I would have the use of the facilities of the yard, the tools and teams to do my work.

Q. And men to use the teams and tools?—A. Men to drive the teams; of course, I did not suppose they were going to do my work for me. I supposed that anything that was done in the mill they would do.

Q. Did you expect they were going to get out your moldings and panels, mortice your doors, and all that sort of thing?—A. No, sir; I did not suppose anything like that. If I had had the vessel, I should have gone to a joiner outside and got him to do the work the same as I would to do any other joiner-work.

Q. You would not have expected them to turn out your bannisters?—A. No, sir; nor file my saws, nor anything like that, which they did for Mr. Griffiths.

By Mr. JONES:

Q. You supposed the Government would furnish the men to run the tools?—A. I supposed they would run the mill, and plane any timber that I wanted planed, or saw any that I wanted sawed.

By Mr. BURLEIGH:

Q. How long have you known Mr. Griffiths?—A. I have known him eight or nine years.

Q. What has been his business since you have known him?—A. The first I knew of him was in connection with this bending-machine over in East Boston.

Q. Had he ever had any contract with the Government to your knowledge, before he had the contract for the Enterprise?—A. Not to my knowledge.

Q. How many sons has he?—A. I don't know. I never saw but two. I know two by sight.

Q. Were either of his sons ever connected with this bending-machine?—A. I guess they both were.

Q. Are they both with him now?—A. I don't know.

Q. Did you ever know that one of them had a lamp-patent for sale?—A. Yes, sir.

Q. Did you ever meet him?—A. Yes, sir; his name was Oliver.

Q. Did you ever have any conversation with him in regard to any bribery or anything of that kind in connection with that bending-machine; did he ever tell you that his father or the owners of the bending-machine had to pay, or did pay, Mr. Hanscom any money for his influence with the Navy Department to induce them to buy that machine?—A. No.

Q. Did you ever hear him say anything in relation to his having a claim on the Navy Department?—A. He told me that he held the patents for this planing-machine and sold them, I think he told me for $6,000; I understood him, that after it was sold to the Government he still held the patents. I used to see him riding back and forth during the construction of the bending-machine mill. I met him in New York about two years ago, and he said he had taken his part of the money which was received for the sale of the bending-machine, which I think was $6,000, and went to Chicago and invested it in trade there, and was unfortunate, and bought a lamp-patent for which he paid $2,000, and had it left on his hands there. I judged he did not consider it of any very great value; it was an elephant on his hands, and he wanted to sell half of it. He said if I could give him $400 for one-half of it, he would give me one-half of all he could get in the future on some presumed claim that he had on the Department.

By Mr. MILLS:

Q. Was it on the Department or on the bureau?—A. The Navy Department, I think he said; that they would be glad to give him a certain amount of money. The "Navy Department" was what he said.

Q. What does that mean?—A. It means Mr. Hanscom and Mr. Robeson.

By Mr. JONES:

Q. Did he give you to understand how much he thought he could get out of them?—A. He told me he calculated to get $10,000.

Q. And if you would buy one-half of this lamp he would give you one-half of all he could get?—A. Yes, sir.

Q. Did he convey to you the impression that he thought they were in such a position that they would give him that large amount of money?—A. The idea was, that they were in such a position that they would give him this hush-money, or black-mail; I don't know what you would call it.

Q. But he said he thought they would be glad to give him $10,000?—A. He said he thought it would be good for about $10,000.

By Mr. BURLEIGH:

Q. Have you ever seen him since?—A. I never have seen him nor heard of him since. I don't know what became of him.

By Mr. MILLS:

Q. Do you know whether Mr. Griffiths has ever, directly or indirectly, given any property, or money, or the representative of either, to any one connected with the Navy Department to aid him in the procurement of his contract?—A. No, sir; I do not.

Q. Do you know of any person who has given any inducement of that kind to any one connected with the Navy to obtain any benefit from it?—A. No, sir.

Q. What would you give for that bending-machine?—A. I should not want it at any price. That is to say, I could sell it for what it is worth for old junk.

Q. Was it worth, in your judgment, about what old iron would be worth?—A. That is what I consider it. I should not know what to do with it if I had it, if I had a ship-yard.

By Mr. BURLEIGH:

Q. Is it not the policy of the Navy to build their frames of live-oak timber, and do they not propose to do it?—A. I understand the Navy Department does not propose to use anything but live-oak for frames. For bending easy curves of white oak, the bending-machine will do very well.

BOSTON, *March* 21, 1876.

RICHARD M. BARTLEMAN sworn and examined.

By the CHAIRMAN:

Question. You are the chief of what bureau?—Answer. I am the chief engineer of the yard. I am a steam-engineer and head of the department of steam-engineering, Boston yard.

Q. Do you know of any abuses in the navy-yard here, the correction of which you can suggest to the committee?—A. Well, no, sir; I don't think I do, except the forcing of incompetent or unnecessary men upon the heads of departments by influential friends.

Q. Do you know of any persons being employed in your department, or any other department in the yard, who are unfit for the service they are to render?—A. No, sir; not in my department.

Q. In any of the others?—A. I have heard about this man Galvin not being fit for the position he held.

Q. Do you know anything about the machinery taken out of these two iron-clads, the Wassuc and the Shawnee?—A. It is now being delivered to a man by the name of Dole, by order of the Bureau of Steam-Engineering at Washington.

Q. What are those machines and boilers worth in each one of those boats?—A. Well, I suppose they probably cost $75,000 each.

Q. What are they worth now in the market?—A. I don't think they are worth anything. They are of a pattern that would not be adapted to any other ship that they could put them in now. They are made expressly for that class of vessels.

Q. They would not be fit for stationary engines?—A. No, sir; not at all.

Q. What about the boilers?—A. Well, the boilers are of a type, built very low, that would suit just that class of vessels and would not be adapted to other vessels. They have not power for the class of vessels building or likely to be built.

By Mr. HARRIS:

Q. Whether as old material the boilers and engines are worth more than $10,000?—A. I should think so, where they could use the shafting. There is not a great deal of brass-work about them. They cost something to cut up. It costs about $7 a ton to cut them up, so that they can be converted into bar or other shaped iron.

Q. That is the boilers?—A. Yes, sir.

Q. You mean to cut up the boilers?—A. Yes, sir; I mean that in cutting them up it would cost about $7 a ton.

Q. How much would those boilers weigh?—A. Those boilers would weigh, as near as I can think, probably twenty-eight tons each.

Q. What would they be worth as old iron?—A. Well, sir, I suppose they could sell them for 1¼ or 1½ cents a pound. At one time we had a rolling-mill going on in the yard, and we used to convert all those old boilers into bar-iron. We made seven or eight hundred tons of bar-iron here that would stand a tensile strain of between sixty and seventy thousand pounds per square inch. It is better than any you can buy, and compares favorably with the finest iron made.

Q. How many of those boilers were there to each boat?—A. Two, I think, sir.

Q. Well, then, you think that those boilers would be worth, at a cent a pound, $2,000?—A. That would be $22.40 a ton: 112 tons for the four would be $2,500.

Q. Have there been any other engines disposed of here?—A. Yes, sir. There were engines in the yard that have disappeared since I left. They were the engines taken out of the large iron-clad.

Q. What has become of them?—A. I don't know; they are gone. I don't know where they went. I heard of their being sold to some parties.

Q. What was the iron-clad?—A. I think one that is being rebuilt now in New York—the Miantonomoh.

Q. Had these engines been used?—A. Yes, sir; they were used in that ship during her life, and then taken out and stored in the yard.

Q. Do you know what became of them?—A. No, sir.

Q. Do your books give any account of them?—A. Yes, sir; we have the whole thing from them.

Q. Was that a good engine; are you familiar with it?—A. I have seen them. They were in good order—excellent engines, simple engines. They were double engines, two on each shaft, for driving vessels designed on the Monitor principle.

Q. What were the four worth?—A. I don't suppose they would sell for a great deal. They were designed by Mr. Isherwood, and there is a good deal of prejudice by some against his machinery, although they were excellent engines. The difficulty is, however, in applying old engines. I suppose they would not have sold for more than old metal.

Q. Would they not have done to have gone into some of the boats that the Government is building?—A. Yes, sir.

Q. Would they go into the Adams or the Essex?—A. No, sir; I don't think they would. They are intended to drive twin screws, and they take up a good deal of space. They would have done for gunboats, used separately; that is, in pairs.

Q. Would they have done for the Miantonomoh?—A. Perhaps so. I think that if the new ship is to have as good a model and displacement, the engines would drive her as fast as the old ship: that is, nine or ten knots.

Q. Is not that about the maximum speed in iron-clads?—A. I guess that is a little faster than they can average.

Q. Do you think these vessels could be built to be driven with that rate of speed?—A. Yes, sir.

Q. And they are in excellent condition?—A. Yes, sir.

Q. Were you here when the plating was taken off of the Miantonomoh?—A. No, sir. I was here when she was ordered to be sent to New York.

Q. Were you here when the plating was sent away?—A. No, sir. I know some of the plating that came from the other vessel, the Oregon, was taken down the harbor, some of it, to make a target for Mr. Wiard. In passing through the ship-house the other day I didn't see any iron for the other ship. The constructor would know about the disposition of that iron. It comes in his department.

Q. Was that going to be put on the new ship? It was purchased for that purpose?—A. Yes, sir.

Q. Were you here when the Miantonomoh went to sea?—A. I was here when they towed her away.

Q. Do you know anything about the condition that her hull was in?—A. It was very rotten.

Q. Was there much expense attending her?—A. Only in making her so that she would float at sea. There was a little calking and some deck work. It was not much expense; I should think, from the number of men they had on, that it would amount to $3,000, or in that neighborhood. Perhaps the constructor could tell you exactly. He should have that on his books, and I suppose that he has.

Q. What did she carry around to New York?—A. Nothing. She was towed around there to be rebuilt.

Q. If she was rotten, what was the necessity of rebuilding her?—A. Building a new ship I believe.

Q. How could they build the new iron ship out of a wooden one?—A. That is one of the conundrums I cannot answer.

Q. Was she towed from here to New York or to Chelsea?—A. I think she was towed direct to New York.

Q. Are you sure there was nothing in her?—A. There was nothing in her, except her stern-pipe, and such parts of the machinery, as we could not get at to move. There were pipes through the stern or dead-wood.

Q. The commodore said there was some bent timber put into her.—A. I didn't go on board her: she might have been laden with timber for aught I know.

Q. You have not any account of any iron sent away from your department since you have been here?—A. No, sir; not except manufactured iron that we made here in the yard. I made a shipment the other day to the Norfolk navy-yard of 2,600 pounds. Frequently we have a requisition to ship it from this yard to other yards.

By Mr. JONES:

Q. Why did you quit the further manufacture of iron?—A. I don't know. Perhaps we were making iron too good.

Q. Did you have an order from any one?—A. I think there was an order to discharge the men. I think it was from the bureau. I think perhaps it might have been in consequence of having too large a stock on hand. The scrap-iron has been sold.

Q. Did you have any scrap except that which accumulated in the yard?—A. No, sir; all the old boilers taken from the ships were cut up here and manufactured into bar and scrap iron. I think at the time of the close of the mill we probably had six or eight boilers on hand.

Q. You could make your iron cheaper and better than you could buy it?—A. Yes, sir; it cost less than four cents a pound, and we have made iron here to stand 68,000 pounds tensile strain. We probably have manufactured some seven or eight hundred tons.

Q. What is that machinery doing?—A. It is standing idle.

Q. Is it going to decay?—A. No, sir; I take care of it as well as it can be, with the force at command.

Q. Do you buy all your iron now?—A. Not since we commenced rolling.

Q. You have iron of your own manufacture?—A. Yes, sir; at times we have large quantities, probably 500 tons.

Q. How long has that iron been here?—A. I think it was summer before last, or two summers ago, they closed the mill just as I was leaving here.

Q. Did you make any small round iron?—A. Yes, sir; we made nearly all sizes. We could make any size that the Navy required by fitting up our works. We made a good many sizes of both round and other shapes.

Q. How many years were you manufacturing?—A. I guess not more than two years after we got the mill successfully at work, perhaps three.

Q. Do you know whether in 1872 you were making good iron?—A. I am not sure about the year. Possibly the mill was up in 1872. I don't know whether at that time they made any light iron or not. They ran off a great deal of coarse iron.

Q. Did you manufacture bolt-iron here?—A. Yes, sir; we could do that. We made a great deal of iron for the constructor, and all we used for our own purposes. We manufactured refined iron and made it out of the best charcoal scrap and got just the kind for bolt-iron. It cost us between three and four cents a pound. None of it has ever gone up as high as five cents a pound, taking the mill and everything into account.

Q. Do you allow something for scrap?—A. I take in everything: counting the expense of labor and repair, and everything.

Q. That didn't include the material that you made the iron of?—A. Yes, sir; taking the scrap at the market price.

Q. Has anything ever been shipped from the yard in your department that you can tell us anything about?—A. No, sir; not since I have been here this time. We have sent at different times on requisition from officers of other yards, such things as we had in store. Instead of their purchasing we would send to the yards of Portsmouth and New York, irons, at different times. Once in a while we have sent copper and zinc.

Q. Have you sent anything to John Roach?—A. I think there was a lot of composition sent to Mr. Roach; screw-propellers, and different things; propellers that were here when I was attached to the yard before. The store-clerk, Mr. Moore, can give you the date of everything. That was in Steam-Engineering. I can get that for you from him.

By Mr. MILLS:

Q. I understand from conversation with you that a certain amount of money was required from the workmen for political purposes?—A. While stationed at the Portsmouth navy-yard, ten years ago, this was the case.

Q. Who required this of them?—A. I understand that the foreman collected it.

Q. You understand that this was in violation of the law?—A. Yes, sir; if anything of that kind occurred in my department, with my knowledge, I should stop it.

By Mr. HARRIS:

Q. Do you know of any presents being offered or received by anybody connected with this yard in an official capacity, from any contractor?—A. I do not, sir.

By Mr. MILLS:

Q. Do you know whether any parties who furnish supplies to this yard pay any commissions to any one that is interested in controlling that custom to them, inside of the yard, or otherwise?—A. No, sir.

Q. Do you know what they paid for the engines aboard of the Adams and Essex?—A. I do not. They were contracted for by the bureau, I believe. We can build any modern machinery in this yard that can be built in any works in the United States. We can build the very best machinery of all kinds.

Q. What is your opinion of contractor's work?—A. I have seen some poor, and some good. As a general thing it is not equal to the work of the yard.

Q. Is it detrimental to the Government to have contractors perform their labor in the navy-yard?—A. I should think it was, sir.

Q. Does it interfere with the discipline of the yard?—A. Most emphatically, yes.

By Mr. HARRIS:

Q. In what way is it detrimental to the service?—A. They have the benefit of the yard and all tools paid for by the Government. We have to employ watchmen to see that they do not carry off anything that does not belong to them. Neither do the yard authorities have any control of them.

Q. What different constructors have been employed here while you were here?—A. Mr. Pook and his son, Mr. Hartt, both Messrs. Delano, and the Hanscoms. In fact all the old constructors have been here during the time that I have been attached to the yard in different capacities.

Q. How does the contract-work compare with your Government work that you do on your own vessels?—A. I think the Government work is much superior. I have seen some good contract-work, but as a general thing I think the Government work is infinitely better.

Q. Do you do all the large forging that is required here?—A. No, sir; not the shafting. That is a business of itself. There are works at Bridgewater, Mass., and in Pennsylvania. I suppose most of the large establishments in the country would buy their shafting. It requires a peculiar set of men and high pay. But all other work we can do, *i.e.*, all the ordinary forgings.

Q. I understand that all the big shops have to buy those things?—A. Yes, sir. It is cheaper for them to buy them than to keep these men. They are special men.

Q. What is your idea of that machinery in the Essex and Adams; do you think it is very good machinery?—A. I think it is very good machinery.

Q. What speed will it give those boats?—A. I suppose the contractor would give it as high as twelve knots or more. If they get ten they will do very well.

Q. Do you think they will get ten?—A. Yes, sir.

Q. When the boat is armed and has got all her armament and provisions on board, will she then make ten knots?—A. I think she will. Yes, sir.

Q. Which are the best, the simple or compound engines?—A. That is a matter that engineers differ about. I would make a simple engine for a good many reasons. I should certainly prefer a simple engine.

Q. Do you know of any articles received in your department after they have been rejected?—A. No, sir; not in my department, sir—except on one occasion—(it was not in our department;) it was in the instance of some coal that I inspected and rejected, and afterwards it was received. It was when the Bureau of Equipment furnished coal for all the departments. I was called as an expert.

Q. By whose order was that received?—A. I think by the Secretary.

Q. Was it bad coal?—A. Yes, sir; I inspected it. I thought it was bad coal. It looked to me to contain 35 per cent. of stone and slate. I am pretty sure that it did.

Q. What became of that coal?—A. It was distributed round to the different departments in the yard, and has been used.

Q. What did it cost; how much was the amount?—A. I think, looking over the schedule to-day, that it was invoiced at $7 or $9; I have forgotten. It came into the Bureau of Equipment. There was something like 3,500 tons. I think it was in that neighborhood. I was simply called in as expert, on inspection.

Q. Who was the contractor?—A. S. P. Brown, of Washington.

Q. Whom do you get this from?—A. The equipment officer, Captain McCauley.

Q. Can he give us the orders also?—A. Yes, sir; they have everything. Admiral Steedman was in command of the yard at the time, In that case I was simply called upon as an expert. I was the chief engineer in charge of the stores.

Q. Were you the inspector?—A. I was not really appointed the inspector, but was called upon by order of the commandant to survey it, and pass judgment, and I condemned it, and I think after that there were different boards ordered by the commandant, of which Commodore Bryson was the senior member.

Q. That was not coal furnished for steamships?—A. That was furnished, I think, at that time by the bureau for all purposes. That is, we were apportioned on our requisitions. It came to us in the different departments of the yard. The coal was furnished by the Bureau of Equipment.

Q. Does S. P. Brown furnish anything else here?—A. I don't know of anything that he has furnished lately, not in our department. We have not made any purchases for some time.

By Mr. HARRIS:

Q. In regard to the watchmen and civil employés, what do you say to that system in preference to the employment of marines—would the marines do the same service better?—A. I rather like the watchmen, for they can chase a man found stealing. I think they are very well, but marines cannot be well dispensed with.

Q. Could the Government save anythinh by dispensing with the watchmen, and letting the marines do that duty?—A. Yes, sir; the marines are cheaper than watchmen, if they could be used as such.

Q. Would they do it as well?—A. I don't think they would, in all cases.

Q. Were you present when the bending-mill was built in this yard?—A. No, sir. I have been in that building several times while they were erecting it.

Q. Have you ever seen it in operation?—A. I have never seen the machinery in motion, but I have seen timber in the machines.

Q. Did you see timber in the machines?—A. Yes, sir; I saw a number of knees left in the machines, to set.

Q. What is your opinion in regard to the value of it to the Government for bending timber?—A. Well, I suppose they can get some timber out of that machine. I don't know as they can get any as good as the natural timber. I don't believe they could; though I made that remark once in the hearing of a commodore, and he said he didn't think I knew anything about it, or words to that effect. I don't think the knees that are bent there are anything to compare with the natural knees. He said somebody had calculated that there was about 20 per cent. additional strength in the artificial knees.

Q. I should think it would be the other way.—A. So should I, sir; and I believe it is, too.

Q. Those knees are bent, and then the angle filled up with another piece?—A. Yes, sir. They get an arched piece of wood, and then they have it filled out to get the right angle.

Q. Did you cut up an old vessel called the Vandalia, and build a new one?—A. Yes, sir.

Q. Did they build the new one out of the old?—A. No, sir. The new one is a steamer and the other a sailing-vessel; and they were of different sizes.

Q. Does this Navy Register contain the names of all the ships, and their cost?—A. Not their cost: only the names of the vessels, and where they are built.

Q. Do you know Jerry Remick?—A. I do not, sir.

Q. Did you, or any one in your department, ever estimate for the engine and the boilers of the Adams and Essex?—A. No, sir. I think the estimates and contracts were given by the bureau.

Q. Do you know whether the price paid was more than they could be built for in the yard?—A. I don't know, sir, what they cost. We did build the machinery in the yard for the Vandalia and the Marion. The latter ship was built in Portsmouth. Both engines were altered to the compound type, by the bureau's design, from simple engines.

Q. Will you state which has the heaviest engine, the Marion or the Vandalia?—A. I think the engines are as near alike as possible. I don't know what attachments were put upon the Marion there; but they were built side by side in the shop, from the same patterns and drawings.

Q. What is your opinion of the attachment of the Marion, Wiard's?—A. I have never seen it in operation. That was just finishing when I came here.

Q. Do you know what the cost of that attachment is?—A. I heard say that it was something like $500 for the work alone, per boiler, but I have no means of knowing. If there are any bills I can find them here; but I think that was paid for by the bureau.

Q. Do you consider the attachment of any real practical value?—A. I wouldn't like to answer positively, because it is a new thing. I have never seen it in practical operation. I know it took up considerable space in the boiler, and there was a good deal of it. I think if I was chief engineer of the ship and got away somewhere out at sea, that I should shut it off if I could. I think I could get along without it. The purpose of it is to keep the circulation of the water regular, and prevent injury to the heating-surface. If it will do it, it is very good.

Q. Can you give any reason why our vessels do not have more speed?—A. Generally, wherever I have been chief engineer of a ship, the captain has been worried about the coal and about economy, and in some cases has tried to regulate the fires—about how many fires are used, and how much coal, and conditions that will not work together—revolutions, steam-pressure, &c.

Q. Is it not your experience that if you want to get steam-power you must have coal?—A. Yes, sir; a pound of coal will do so much work and no more. Whenever I have been in foreign countries, I think our vessels get along about as fast as anybody's. We have been along at ten knots and theirs going twelve, yet we keep up with them. I think those vessels of Mr. Isherwood's had as fine machinery as I ever saw in my life. It cost comparatively little to take care of them, they are almost always in good working condition, and

drove the ships well. In the war, some of those vessels when they first started out used to give ten and eleven and twelve knots. They were of different designs by Mr. Isherwood, the last ones in particular. We have one now in the yard, suitable engines for the Wabash, the receiving-ship now lying off here. They were made for a vessel now on the stocks, one of the long vessels, called the Pennsylvania.

Q. Which will never be finished?—A. Which will never be finished, probably.

Q. I understand you to say that they had sold some new engines from the yard?—A. No, sir; not new ones; they sold the old ones that came out of the iron-clad. They have sold no new ones that I know of. We have got everything on our books to show.

Q. Is there not a large amount of ordnance and old material in this yard lying about here that is perfectly worthless to the Government?—A. There is considerable over in that park. I should think obsolete.

Q. Have you got any guns over there that will be used in war?—A. The best guns, the 9 and 15 inch guns are there. They are not out of date in our Navy. There are a great many shot here that will not fit any gun that we have now.

Q. How many vessels going to ruin?—A. There is the Iowa, and the old hulk, the Niagara.

Q. Is it something more than a hulk?—A. She was worn out some time ago. They tried to convert her into an iron-clad and abandoned the project.

Q. How many ships commenced on the stocks, during the war, which will probably never be finished?—A. There were three or four besides the old Virginia, which they tried to cut up. There is one large iron-clad; I think three other steamers.

Q. Were there not some vessels partially finished here that might be sold and converted into useful ships in the merchant service?—A. No, sir; I think they are too large, and there is material in them that is not sound.

Q. Why should they be kept here—vessels that are not to be finished and that are going to decay?—A. I don't know, except that they are ornamental.

Q. Could those vessels be given away?—A. I don't believe you could find anybody who would take them as a vessel for sea use.

Q. I mean, to be removed?—A. I think outside parties would purchase them to destroy them for the old metal in them, and in a hurry you might want the ways and the house that they are in.

Q. Your idea is that they could be removed without cost to the Government?—A. No, sir; I don't think they could, by the Government.

Q. Could any man afford to take them down for the material?—A. Yes, sir; I think they might. There is a good deal of bolting.

Q. Do you think the Virginia could have been got rid of in that way?—A. I have no doubt she could. I never saw that experiment tried.

Q. Don't you suppose there are a good many people who would come in and pay a consideration for the privilege?—A. I think it is very possible that a number would do so.

Q. But under the hands of the Government it cannot be removed without great expense, can it?—A. No, sir.

Q. That is, the material which the Government saves will not compensate?—A. No, sir; they would have a number of men employed in cutting them up, which would cost more than the old material, to recover which (metal) they are generally burnt.

Q. Is not that vessel copper-fastened?—A. She is. There is much copper bolting in her.

Q. Some one has suggested the idea that the hull of that vessel might have been converted into something useful?—A. It might have been made a receiving-ship or store-hulk.

Q. It would involve several millions to complete her as a receiving-ship?—A. No, sir; not many thousands.

Q. What do you suppose our largest ships cost?—A. From $800,000 to $1,000,000.

Q. Well, she, the Virginia, seems to be tolerably sound?—A. Yes, sir; as perfect to-day as when the wood was cut. It was way back in 1824 that she was begun; I think it was before that.

Q. How near destroyed is she?—A. Down to the lowest deck. She has one deck entire, except a hole cut in her for convenience of getting out.

Q. Is the deck-plank on?—A. No, sir; not wholly.

Q. What is done with the timber that comes out of her?—A. I don't know what they did with it. It is cut up, I suppose.

Q. It is never used for any purpose?—A. No, sir.

Q. Is it given away, or do the officers use it?—A. The officers use some of it. They couldn't begin to use it all. Our buildings are heated with steam; we use our ranges with coal, and want little wood.

Q. Do the workmen get it?—A. I think at one time they sold wood, but I don't think it is so lately. I think the chips and such things as that are given to poor people outside.

Q. Was that a live-oak frame?—A. Yes, sir.

Q. Was it white-oak plank?—A. Yes, sir; we never use live-oak for that purpose. She had a fine frame, and was an old-fashioned built ship-of-the-line. She was as solid as a rock.

Q. They never got up to her rail, did they?—A. Yes, sir; she was nearly completed; she

is not calked or anything of that kind; but she was a nearly completed ship-of-the-line, as far as shipwrights are concerned.

Q. What was the reason she was not finished and put to sea?—A. That style of vessel has gone out of date—a ship-of-the-line. She could have been launched and made serviceable as a receiving-ship.

Q. Don't we have ships enough for that purpose?—A. Yes.

BOSTON, *March* 21, 1876.

R. E. JACKSON sworn and examined.

By Mr. BURLEIGH:

Q. Where do you belong?—A. East Boston.

Q. What is your profession?—A. Ship-builder.

Q. How old a man are you?—A. I am sixty-two next June, or sixty-three. I will be hanged if I know my own age.

Q. Did you bid on the sloop-of-war Adams?—A. Yes, sir.

Q. Do you remember the amount of your bid?—A. $168,950, I believe it was.

Q. What did you propose to do?—A. I proposed to build the hull, according to the specifications that were sent to me.

Q. What were those specifications; to build the hull of the ship complete?—A. The hull of the ship complete.

Q. What do you understand by "the hull of a ship complete?"—A. I mean to complete everything that belongs to the hull, separate from the rigging. In completing a sloop-of-war, or any other vessel here, we complete everything that belongs to the hull—chains, quarter-davits, and such things.

Q. How about the cabin furniture?—A. We finish the cabin complete, but furnish no furniture. If I fit out the vessel for sea, I furnish that.

Q. How about the cabin, state-rooms, ward-rooms, pantries, and all those things?—A. We furnish them all in working order, that is, with locks and keys, wash-stands and everything, but no movable furniture.

Q. Everything that is a fixture about the hull?—A. Yes, sir.

Q. Would that embrace it, "everything that is a fixture about the hull?"—A. Yes, sir.

Q. And all that the rigging is attached to?—A. Yes, sir; all that the rigging is attached to; that is chain-bolts, ring-bolts, eye-bolts, and such things.

Q. Would you expect to copper a man-of-war?—A. No, sir; unless it was in the specifications.

By Mr. JONES:

Q. Would you expect to do any part of the work inside unless it was in the specifications?—A. Yes, sir; if they asked me to complete the hull, that is, if I was going to build a sloop-of-war for you or anybody else complete, I should calculate to build her state-rooms all ready to receive their furniture.

By Mr. BURLEIGH:

Q. Chain-lockers and all the things appertaining to a ship of war?—A. Yes, sir.

Q. If you agreed to paint it, what should you do?—A. I should give it three coats.

Q. Putty it?—A. Yes, sir.

Q. Leave it smooth and nice, and in a staunch condition?—A. Yes, sir.

Q. How about launching?—A. I should launch her.

Q. Is not that customary in all cases?—A. Yes, sir; in all cases.

Q. It is not customary on the river to copper a merchant-ship?—A. No, sir; not unless you agree to. If it is in the contract, of course you have got to do it.

Q. Now, in regard to the hull of a ship, does not the bowsprit go with it?—A. Yes, sir: I should build the bowsprit, because you cannot very well complete the hull without a bowsprit.

Q. Should you put the bowsprit cap on?—A. Yes, sir.

Q. The capstan-pumps?—A. The capstan-pumps.

Q. Ventilators?—A. Ventilators, yes, sir.

Q. Steering-wheels?—A. Steering-wheels.

Q. All chocks?—A. All chocks.

Q. And sheaves in the chocks?—A. The sheaves that go into the hull.

Q. Fastened in?—A. Yes, sir; fastened in; also dead-eyes.

Q. You would complete the hull ready to receive her rigging?—A. Yes, sir.

Q. Ready to put in the provisions and go to sea?—A. Yes, sir.

Q. To build the hull of a ship complete would be to so build her, as far as the work on the hull was concerned, that there would be nothing to do but to put in the men, the furniture, and stoves, and go to sea?—A. Yes, sir; the cabin furniture and upholstering. We don't do any of that.

Q. In your bid on that ship, how much work did you expect the Government to do on the hull?—A. Not anything.

Q. What did you expect the Government to find for you?—A. My specifications said they were to furnish the live-oak timber.

Q. Did you expect they would frame it for you; that is, that they would mold it?—A. Certainly not. I did not expect they were going to build the vessel. I expected to take the timber in the rough.

By Mr. MILLS:

Q. About what would it cost to mold the frames in live-oak?—A. It could be got out, I suppose, for somewheres about $8,000 in good shape, cants, frames, and everything of the kind, $8,000 or $9,000.

Q. Have you a copy of your bid?—A. I have somewhere, but I have not got it with me.

Q. Was the New Era built at East Boston?—A. Yes, sir.

Q. How many years ago?—A. I should think it was six years ago.

Q. Do you know anything in relation to that ship, whether she was a good ship or a poor ship, or anything in regard to her?—A. They got an A 1 rate for her, I think, and then she went across to Liverpool or London, and they rated her down to A 2, a second-class ship.

Q. How would they class a white-oak ship built here of the same material?—A. The last one I had classed as A 1 at the French Lloyds for eleven years; at the American Lloyds twelve years.

Q. This ship was classed A 1 before she went to sea?—A. No, sir; I don't say that. I say that I think she was.

Q. But you know that she was cut down when she went to Europe?—A. When she got across I heard her spoken of as being classed A 2.

Q. Have there been any ships or vessels of any kind built of bent timber, to your knowledge, in this vicinity since?—A. No, sir; and I don't believe there ever will be again.

Q. How long after this ship was built with this machine was the machine sold to the Government?—A. That I can't say. I think it was very nearly a year.

Q. You think the owners had learned the value of the machine by the time they sold it?—A. I guess they had, pretty well, too. The vessel cost something like $200,000.

Q. It cost more to build her of straight timber, bent by the machine, than it would have cost to build her of crooked timber?—A. Certainly it did.

Q. Why?—A. They went to any kind of expense, and steamed the timber, and bent it, and broke it. You know you have got to have a perfectly straight-grained timber to bend it into the shape they did, and they broke up any quantity of stuff and hove it away or sawed it up for fire-wood.

Q. How large was this ship, the New Era?—A. I believe she was about a thousand tons. I live close by the yard where she was built, and went down to go into the yard while she was building, and they stopped me. They were going to have something there a little nicer than anybody else, and they wouldn't let me go in. After that I was asked to go into the yard, and I would not go. I don't know what the reason was, but they kept a man there at the gate and would not allow anybody to go in. I suppose they thought they had something there that nobody else was going to have.

Q. How long did that continue?—A. They kept some one there all the time she was building. They wouldn't let only a very few go in.

Q. Do you know whether they bent any knees to put in that ship?—A. I did not see any, but they said they did.

Q. Is that ship in existence now?—A. That I don't know.

By Mr. JONES:

Q. Who was foreman of that ship?—A. I think Mr. Griffiths' son was the foreman.

Q. Mr. Griffiths built the ship himself?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Do you say, of your own knowledge, that that machine was known, by ship-building men in this vicinity, to be a failure before the Government bought it?—A. Why, yes; we all considered it so; that is, it was called a failure by every one—every boy in the street, and every man.

Q. Boys are mistaken sometimes. I want to know what practical men, like yourself, thought of it.—A. Practical men wouldn't take it for old iron when they were building that ship; wouldn't give the price of old iron for it.

Q. Who were the owners of the New Era?—A. Glidden & Williams.

Q. Who were the owners of the bending-machine?—A. Glidden & Williams. I don't know but Mr. Griffiths owned part of it.

Q. Did you have an idea that they built that ship for the purpose of advertising that machine?—A. I had no idea about it, sir.

By Mr. HARRIS:

Q. You say Glidden & Williams owned the machine?—A. Yes, sir; I think so, and they sold it, I think.

By Mr. MILLS:

Q. It was a patented machine, was it not?—A. I think it was; I don't know.

Q. Do you know who had the patent?—A. No, sir.

Q. Do you know whether any other person bid lower than Mr. McKay on this ship?—A. I only know by hearsay; I heard there was a man in New York who was lower than Mr. McKay.

Q. Did you ever hear Mr. McKay say so?—A. No, sir.

By Mr. BURLEIGH:

Q. About what would it cost Mr. McKay to launch the Adams?—A. Well, I should have been glad to have launched her for $400. I would have taken my stuff from my yard, and furnished everything, and launched her for $400, and would have made $200 out of it at that. It is not much of a job to launch a ship. I will take 20 men and go into my yard and launch a ship in two days. I have done it a thousand times.

Q. She was a vessel of 615 tons, besides the displacement, which would make her nearly a thousand tons; do you think you could launch such a ship for $400?—A. It would make no great difference about launching her whether she was 600 or 1,000 tons; all you would have to do would be to put on a few more planks. You would launch her on the same launching-ways and the same bilge-ways.

Q. Here is a ship 185 feet long, 35 feet wide, and 16 feet 2 inches deep in the hold; what would you build a merchant-ship of that size for, that would carry herself well with the heaviest cargoes you could put into her, finding everything, and finishing her as that ship was to have been finished?—A. I would do it for $120,000.

Q. And furnish the live-oak?—A. Yes, sir; furnish the live-oak.

Q. If the specifications showed at what height she was to be coppered, would you agree to do all there was in the specifications? Would you agree to copper the ship?—A. Certainly I should.

By Mr. JONES:

Q. You would agree to do whatever was in the specifications?—A. Yes, sir.

By Mr. HARRIS:

Q. Did you make a careful estimate before you made your bid?—A. Certainly.

Q. Did you have before you the specifications?—A. Yes, sir.

Q. Can you now tell what you ascertained it would cost you to build that ship according to the specifications?—A. I thought it would cost about $110,000.

Q. Then you calculated to make $58,000?—A. Yes, sir; thereabouts. I knew I could make $50,000 out of it.

Q. So there was reckoned into that bid a profit of $50,000?—A. Yes, sir.

Q. You were not very anxious to build it, apparently?—A. Well, from the best knowledge I could get from A, B, C, and from our naval constructors, they said it was worth about $200,000. They were figuring for somebody; I don't know who.

Q. Whom did you see?—A. I saw several.

Q. Whom did you see connected with the Government?—A. I saw Mr. Hanscom—both the Hanscoms.

By Mr. JONES:

Q. Did they tell you that it would cost $200,000 to build that vessel?—A. I think they did; anybody who built her for less than that, as I think they represented, would get sucked.

Q. The Chief of the Construction Bureau said that?—A. Yes, sir.

By Mr. HARRIS:

Q. Can you not tell the conversation you had with each of those gentlemen a little more specifically than that?—A. Well, that is what I talked with William Hanscom. He said, "It will cost $190,000 to build her, and she can't be built for any less than that." I figured on her, and went to the navy-yard and found out what I could from folks, and Mr. Pook said, "Jackson, you can build that ship for $130,000;" says I, "Mr. Hanscom has been in the business: we consider William Hanscom one of the best mechanics we have among us." "Well," said he, "that is so; but," says he, "you can build her over there for $130,000." I says, "I don't think it." Says he, "You can." From what folks said, and from what I learned in talking with the Hanscoms, I made up my mind to ask them $169,000 and something.

Q. What did Isaiah Hanscom tell you?—A. Well, it was about the same thing.

Q. Where was he?—A. I don't know; I cannot recollect. I have seen him so many times.

Q. Did you see him with reference to the probable cost of that vessel?—A. No, sir; not particularly.

Q. Did you ask him the question what he thought that vessel could be built for?—A. Yes, sir; I asked William and Isaiah and Mr. Pook.

Q. What did Isaiah tell you?—A. He told me about $200,000.

Q. I want the conversation as near as you can give it.—A. It went from $190,000 to $200,000 that it was worth to build that vessel. That was what he said, as near as I can recollect. I saw him here, and I saw him in the navy-yard.

Q. Did you ask Mr. Isaiah Hanscom for the purpose of getting his opinion?—A. Yes, sir; I wanted to find out. My intention was to get information what it was worth to build that vessel. I never had built a sloop-of-war.

Q. Did you get the idea that he was seeking to mislead you as to the price?—A. After I had talked with Mr. Pook and his brother, I found his brother and he agreed very near, and I didn't know what to make of it, and when I came to figure it according to my own judgment I knew very well there was some $40,000 or $50,000 leeway there, and I was not afraid to try it. I calculated that it would cost me from $110,000 to $120,000.

Q. That was your estimate?—A. I calculated that I had that leeway.

Q. That is, you judged that it would cost you from $110,000 to $120,000, and that you would make the difference?—A. Yes, sir; I thought it could be done for that. Well, you know the Government always put on somebody to watch and superintend and look after this thing and another, and I was going to have some leeway.

Q. You knew you were going to build that vessel for the inspection of somebody?—A. That is it exactly.

By Mr. JONES:

Q. Did Mr. Hanscom say to you that if any man built that vessel for less than $190,000 he would get "sucked?"—A. Yes, sir.

By Mr. HARRIS:

Q. Which Mr. Hanscom?—A. I think it was Isaiah, but I won't say. That was the idea I got from them, from $190,000 to $200,000, from both of them.

Q. Do you know that they said that if it was built for less than $200,000 the contractor would get "sucked?"—A. Yes, sir.

By Mr. MILLS:

Q. Do you know whether Isaiah Hanscom or William Hanscom were interested in the bending-machine?—A. No, sir.

Q. Were they about there manifesting any interest in it when it was being erected at East Boston?—A. Not that I know of.

Q. Do you know anything about a quarrel between Oliver Griffiths and the Bending-Machine Company, by which he extorted some money from them?—A. No, sir.

By Mr. HARRIS:

Q. I would like to inquire whether or not in your acquaintance with the men connected with the Navy Department, either on this or any other contract, you have known any of them to receive any money from any contractor by the way of gift or bribe?—A. No, sir.

Q. Or their families?—A. No, sir.

Q. Have you dealt with the Navy Department at all?—A. No, sir.

Q. Have you done any business with those gentlemen?—A. No, sir.

Q. This bid is the only bid you ever made?—A. Yes, sir; that is the only bid I have ever made.

By Mr. BURLEIGH:

Q. How many years have you known William and Isaiah Hanscom?—A. I have known them ten or fifteen years; fifteen years, I guess.

By Mr. HARRIS:

Q. Was this ship, the Adams, built upon a model made by either of those men?—A. I don't know.

Q. You do not know who was the draughtsman?—A. No, sir.

By Mr. BURLEIGH:

Q. I draw your attention to the specification of the Adams where it relates to coppering, and to the contract saying that the ship is to be built according to the specifications. You say that you would be in duty bound if you accepted the contract to copper the vessel according to the specifications?—A. Certainly.

Q. And you would furnish the copper?—A. Certainly I should.

By Mr. HARRIS:

Q. Should you say that the copper could be properly put on before the vessel was launched?—A. Yes, sir; I have coppered a good many vessels before they were launched.

Q. Suppose the contract says you are to complete the vessel for so much money, and you shall copper her and shall complete the hull and no reference is made to launching, how do you get the inference that the contractor is bound to launch her?—A. Because we always do it here as much as we build the vessel.

Q. Would you do anything that your contract did not specify? Would you do any more than your contract required you to do by its fair construction?—A. Of course I would not do anything that I could get clear of.

Q. But you think custom would require it even if the contract was silent?—A. If I agreed with you to complete the hull of a vessel, I should not calculate I had completed her until I shoved her into the water and hauled her into the wharf; then you could take her wherever you pleased.

Q. Unless there is something in the contract about it, you would simply rely on the custom?—A. Yes, sir; I would get clear of it if I could. At the same time, you may ask any builder in Boston or the vicinity of Boston, and he would tell you that he should expect to launch here, if he is going to complete the hull.

By Mr. BURLEIGH:

Q. In building the hull of a ship, are not the boats included? Is that not the usual custom?—A. Certainly. If I agree to build you a ship, to do the whole, I should build you the boats.

Q. Without any additional charge?—A. Yes, sir.

Q. Long-boat and two quarter-boats?—A. Yes, sir.

By Mr. MILLS:

Q. In case you contracted to build the boats, would it be your duty to build the oars?—A. Not without I fitted for sea. Then I should give you the oars.

BOSTON, MASS., *March* 21, 1876.

Commander GEO. BROWN sworn and examined.

By Mr. HARRIS:

Question. You were at some time designated to observe the firing of heavy guns by Norman Wiard at Nut Island, were you not?—Answer. Yes, sir; during the whole of his experiments with the exception of the first time that he fired.

Q. Were you present at any of his experiments during the year 1873?—A. Yes, sir.

Q. Did you make any observations?—A. Yes, sir; I have the reports. He fired his shots at iron-plating in the fall, the 28th of November, 1873.

Q. Was it not in 1872?—A. I was not present in 1872 at all. He never fired a shot that was officially recorded until 1873.

Q. Didn't he fire some for his own experimental purposes, enough to find that the run of his carriage was too short?—A. Not that I have any knowledge of.

Q. I think he reports himself to the Department some time in November, 1872, that by experiment he finds that he has got to lengthen his carriages. You were not present then?—A. No, sir.

Q. What guns had he mounted at Nut Island in the fall of 1873?—A. Two 15-inch guns. I know what the guns were, exactly.

Q. Just describe them.—A. They were two 15-inch guns, of a pattern peculiar to themselves, made at the South Boston Iron Company's works.

Q. Was one rifled?—A. One was rifled on the Wiard plan, and the other was a smooth-bore. They were sister guns to the 15-inch guns sent to England.

Q. Were those new guns?—A. Yes, sir.

Q. Were they made for the purpose?—A. No, sir; I think they were not. My impression is that they were made for experimental guns.

Q. Were they or not the same guns that were mounted there in the fall of 1872?—A. Yes, sir. I have an impression that they were the same guns.

Q. Will you give the committee a general description of what was done there and what you did, and the result of the work of that year—during 1873?—A. I was not present at the firing at the 15-inch targets on the 28th of November, 1873, but I saw the targets two or three days afterward. The one struck by the rifle-shot was perforated and broken, and the one struck by the round shot was penetrated, I think, three plates, and the others were all broken to pieces. Subsequent to that, and during the fall of 1873, we made some experiments for comparative ranges. The results, of course, I have tabulated right here.

Q. Are those results given in your report made to the Secretary of the Navy in the fall of 1875 or this winter?—A. Yes, sir.

Q. They are the same which are there?—A. Yes, sir; they are the same which are there. My report to the Secretary, made in January of this year, went over the whole ground, from the very first firing they made.

Q. And you included the firing of 1873 and 1874?—A. Yes, sir. They included the firing of 1873 and 1874.

Q. Now, were there not other guns brought there and mounted after 1873?—A. Yes, sir. In 1874 there were two 15-inch navy guns taken from the yard. I have made a report to

the Secretary of the Navy in the winter of 1875–'76. See the report in the hands of the committee, at Washington.

Q. Now, did you make a report to any other person than the Secretary of the Navy?—A. I made reports at different times, as we would complete some of the experiments, to the chief of the bureau, Captain Jeffers.

Q. Can you give the dates of the others?—A. Yes, sir; from my books I can.

Q. Then if you can do that, we will be able to call upon Captain Jeffers at Washington.—A. There is a report here of my predecessor, the day I relieved him, Captain W. T. Truxton, November 29, 1873. That is the first. It was made to Captain Jeffers, Chief of the Bureau of Ordnance. It is just a description of the firing. [Reads the report.]

Q. Now refer to your own report.—A. The next is my report of December 17, 1873, which was the last report for 1873. The next report was made by me on the 28th of September, 1874. I went away on leave at this time. The next was a report of Lieut. H. W. Lyon, dated October 16, 1874. The next was another report of Lieut. H. W. Lyon, dated October 31, 1874. The next was my report dated December 18, 1874; which was all in 1874. The last report I made to the bureau was December 17, 1875, which embraced all the firing made during 1875; and a report to the Secretary of the Navy. The last report I made on it was a report to the Secretary of the Navy, dated January 12, 1876, covering the whole ground from the time I came here.

Q. That is all I desire to ask you about on reports, because those we can examine ourselves. They were all sent, were they?—A. All those reports were sent to Washington, I presume. Some of those reports are reports of the bursting of guns.

Q. Are there any facts within your knowledge concerning these experiments not fully stated in those reports, or any conclusions to which you arrived?—A. No, sir; not that are not stated in my last report to the Secretary of the Navy. I would like to make the statement that in all of my reports to the bureau, I merely reported the facts, and was expressly ordered to express no opinion. But in the report to the Secretary of the Navy, made in compliance with his verbal order to me, I was directed to express my opinion freely on all points.

Q. Now I noticed in the opening part of your report of January, 1876, you stated in substance that you were instructed to express no opinion during the progress of the firing. Do you know why that order was made, and will you state what you understood to be the meaning of that direction?—A. Well, it is a custom with the Ordnance Bureau for an inspector that examines any invention, merely to report the facts and all the data, so that the chief of the bureau himself can judge of the value of whatever the invention may be.

Q. Did you understand that the instruction was that you were not to give to any outside person any opinion as the firing was going on?—A. Our general instructions expressly prohibit my giving any opinion, except in writing to the bureau, when ordered to do so.

Q. Now in your judgment were the experiments made in 1873, 1874, and 1875 valuable to the Government?—A. The experiments in 1873 and 1874 were perfectly worthless, as far as anything was developed. The experiments made in 1875 did show that Mr. Wiard had a very superior projectile, when used under certain circumstances.

Q. But so far as the result of his experiments of rifling smooth-bore guns successfully were concerned, what do you think of them?—A. They were a total failure, sir.

Q. Mr. Wiard claimed to be able to change the smooth-bore into a combination of the smooth-bore and the rifle, which could be used with great effect as a gun.—A. I say that is a failure, because he weakened the gun by rifling it, and his rifled guns, with one exception, all burst. He was to ream them out and not weaken them.

Q. Would you consider such experiments valuable and desirable to determine the possibility of so converting smooth-bore guns?—A. I don't think they were.

Q. Did the results differ from your preconceived notions on the subject?—A. Not at all; the subject had been experimented on in England, France, and Germany, at very great expense.

Q. Were you at that time familiar with the results of those European experiments?—A. I was aware, from having read reports in books and conversing with ordnance men, that a large amount of money had been expended for that purpose, and resulted in failure.

Q. Now, did you understand that in 1874 there was any projectile invented by Mr. Wiard which was to be used in experimenting?—A. We did.

Q. Did his projectile come into notice in 1874?—A. His projectile was part of his system of rifling at all times. No other projectile could possibly be used in his guns. That projectile was in contemplation all the year as part of the system.

Q. You say that in 1875 that developed some advantage for improvement, and, in fact, changed the whole character of the projectile. Some of the projectiles in 1873 and 1874 failed to leave the gun.—A. They broke up in the gun by the force of the powder-gases and by being wedged.

Q. I noticed that he used very heavy charges of powder—140 pounds—on some occasions. Do you think it safe to use such charges upon any gun that has ever been made?—A. No, sir; nor did Mr. Wiard, because we never fired a gun that he did not get in as safe a place in the bomb-proof as all the others on the island.

Q. Was there an effort made to ascertain how much powder one of those guns would stand without bursting?—A. No, sir; he was to test them for endurance with his projectile.

Q. What would be considered the fair average charge for such guns, with that projectile in use, for safety? What, in case of war, would be the proper charge to be used with such a projectile, having reference to the safety of the ship and the men?—A. I can answer that clearly with regard to a smooth-bore; but you want it with Wiard's projectile.

Q. With both.—A. I will state that the service-charge for that class of guns is 35 pounds. We are allowed to use, at times, 50 pounds; and in extraordinary cases we are allowed to use 100 pounds of powder of the present navy-powder, which we know all about. But no one gun is allowed to be fired over five times with a 100-pound charge. It would be withdrawn from service if it had.

Q. Now, did the practice of firing these enormous charges tend to show you properly the real endurance of the gun in service?—A. No, sir; I don't think we could get at, properly, the endurance of the gun by firing such excessive charges. In order to test the endurance of the gun, you fire it with service-charges and projectiles until you burst it—until you get at its life-time of endurance.

Q. Then, only with Mr. Wiard's heavy charges you produced the greatest possible result with his projectiles?—A. Yes, sir.

Q. Did you think that was a fair way to test the gun, or the projectile either?—A. I don't think it was a fair way to test the gun, because we knew we could use no such charges in service with safety.

Q. You knew, also, that no cast-iron gun had been invented that could be used with such charges with safety?—A. Yes, sir.

Q. Is there any wrought-iron gun invented that has been subjected to such charges as those?—A. No, sir; not in this country.

Q. What is the real fact as to those projectiles being used with safety?—A. His latest form of projectile, which he calls the mitten shot, is of very peculiar form and distribution of metal; and, in my opinion, its accuracy of flight depends upon its being given a very high velocity, and I don't believe that we could fire charges heavy enough to insure a high velocity from cast-iron guns; *i. e.*, the value of his shot all depends upon whether the guns will stand the necessary charge.

Q. Then, in your judgment, with proper wrought-iron guns, his form of projectile might be made of use?—A. His form of projectile might be made very useful; but, of course, only in a gun rifled upon his plan—a wrought-iron gun, rifled upon Mr. Wiard's plan.

Q. In the course of your observations and experiments, were any influences attempted to be brought to bear upon you to secure a favorable report?—A. I think nothing, sir, except in a social way; such as my being thrown socially with Mr. Wiard all the time every day, and my association with him was always very pleasant.

Q. Do you know whether he was expending any money to secure favorable reports from the officers of the Navy, or any of them?—A. I don't think he expended any money with that view.

Q. He expended money pretty freely?—A. He expended money very freely, indeed; but not with the view of influencing any officers.

Q. He spent money a good deal to influence the newspapers, as I understand it?—A. Yes, sir; and the public mind—to influence people who could be of no service to him.

Q. Did he keep a steam-yacht?—A. Yes, sir; the Minnehaha.

Q. And he was taking down, from time to time, members of the press and other people?—A. Yes, sir; scientific people and officers of the Army and Navy would go down with him, and officers of the city government.

Q. Do you know under what arrangement or contract the firing in 1873, 1874, and 1875 was done?—A. I know nothing about the first contract with Mr. Wiard. The first contract was for the appropriation of $40,000. It was expended, or nearly so, the first year. I have some letters bearing on that.

Q. Have you any copies of the bills which were approved in favor of Mr. Wiard?—A. No, sir; I never knew anything of his bills.

Q. Who was the officer who did approve the bills which were paid at Washington?—A. I don't think any one approved them; though, under the contract, I thought I had to do so. I never did, and never was called upon.

Q. Have you the account of the bills which were paid?—A. No, sir; no knowledge whatever of any amount having been paid to Mr. Wiard, or by him to others.

Q. You supposed you would be the officer to pass those bills?—A. In looking over the contract (and I remember reading it) I supposed I was to be called upon. This is the $60,000 contract, which I now hand you.

Q. Have you copies of any other papers which preceded this contract of $60,000?—A. I have an accompanying letter. I have a letter of January 6, 1874.

Q. Have you a contract of January 2?—A. No, sir.

Q. Did you not understand that the contract of January 28 was a substitute for a contract of an earlier date? Is there not annexed to that which you have now in your hand a letter of January 2?—A. No, sir.

Q. None of the bills for Norman Wiard's contracts were ever submitted to you for approval?—A. No, sir.

Q. And you don't know what money, if any, has ever been paid on that contract?—A. No sir.

Q. Were you detailed for that purpose?—A. No, sir; I was only detailed to witness the firing.

Q. Have you the letter of instructions ordering you to witness this work?—A. Yes, sir.

Q. Have you got it here?—A. Yes, sir.

Q. I would like to have substantially all the directions you received.—A. [Reads:]

"NAVY DEPARTMENT.
"*Washington, October* 21, 1873.

"To Commodore EDWARD T. NICHOLS,
"*Commandant Navy-Yard, Boston:*

"SIR: Please direct Captain Truxton, inspector of ordnance, not to receive or receipt for anything from Norman Wiard, or to hold any correspondence with him in relation to the firing of the 15-inch guns on Nut Island, except through this bureau or the Navy Department.

"I am, sir, your obedient servant,

"WILLIAM N. JEFFERS,
"*Chief of the Bureau.*"

The second letter is as follows:

"BUREAU OF ORDNANCE, NAVY DEPARTMENT,
"*Washington, October* 27, 1873.

"Commodore E. T. NICHOLS,
"*Commandant Navy-Yard, Boston:*

"SIR: Whenever Mr. Norman Wiard shall inform you that he is ready to fire the 15-inch guns, which he has placed on Nut Island for experimental purposes, you will direct Captain Truxton to witness the practice. As the experiment is wholly and entirely Mr. Wiard's, Captain Truxton is not to make any suggestions in relation to it, nor interfere in any manner with the programme which may be determined upon by Mr. Wiard. He is simply to witness and report.

"I am, sir, your obedient servant,

"WILLIAM N. JEFFERS,
"*Chief of Bureau.*"

That letter was turned over to me by my predecessor. Of course that was one of the unexecuted orders transmitted to me. There is no other order about it in that place in this book. There was an order to deliver to Mr. Wiard some Parrot guns, to be altered, by the chief of the bureau. Would you like to have that?

Q. Yes, sir. That enters under the $60,000 contract.—A. [Reads:]

"BUREAU OF ORDNANCE, NAVY DEPARTMENT,
"*Washington, February* 2, 1873.

"Commodore E. T. NICHOLS,
"*Commandant Navy-Yard, Boston.*

"SIR: Please deliver to Norman Wiard or his authorized agent the following Parrot rifles when applied for: 150-pounders, registry numbers 33, 34, 84, and 85; 100-pounders, registry numbers 55, 73, 161, and 263.

"I am, sir, your obedient servant,

"WILLIAM N. JEFFERS,
"*Chief of Bureau.*"

Here is an order direct from the Secretary:

"NAVY DEPARTMENT,
"*Washington, April* 6, 1874.

"SIR: The Navy Department directs that you will deliver to Norman Wiard, esq., when he calls for them, two 15-inch guns, in good condition to be experimented with, under a contract made with him.

"GEO. M. ROBESON,
"*Secretary of the Navy.*

"Commodore E. T. NICHOLS,
"*Commandant Navy-Yard, Boston.*"

In July, 1874, there were long instructions—quite a long letter of instructions—from the Chief of the Bureau of Ordnance to me, giving quite a little history of the affair.

Q. What became of the property at the end of Mr. Wiard's experiments?—A. Everything was sold at auction.

Q. By whose order?—A. By order of the Chief of the Bureau of Ordnance—after having been regularly advertised.

Q. Were you present?—A. Yes, sir.

Q. Do you know what the whole amount of the wreck brought, approximately?—A. I could tell you exactly the amount of the sale by looking over a press-copy book here. I know it was about $11,000. We sold some things that had no connection with that island.

Q. Were you present at the sale of the wreck after the completion of Mr. Wiard's experiments?—A. I was.

Q. Can you tell what the articles which Mr. Wiard had furnished, or which the Government had furnished Mr. Wiard, brought at auction?—A. I have lumped the whole thing here. There was little or nothing which he furnished, except pieces of broken guns and carriages. But the amount of $3,519.67 was realized in the sale of the *débris* from that island, the *débris* and injured guns.

Q. State whether or not the guns furnished by Mr. Wiard to the Government under contract of January 28, 1874, were burst?—A. No, sir.

Q. How many of them were not burst?—A. Well, one 15-inch gun was not burst. He only burst one Government gun, one navy gun.

Q. Were the guns which the Government furnished him sold?—A All with the exception of one 150-pounder Parrot, which remains intact. That is, was not re-rifled by Wiard.

Q. All the other guns were sold?—A. Yes, sir; they were sold, having been injured more or less.

Q. And they all brought that sum?—A. Yes, sir.

Q. And the *débris* from the broken guns and composition from broken-up gun-carriages were sold under order of the Department at Washington?—A. Yes, sir; and regularly advertised for the prescribed time.

Q Did they bring what they were worth?—A. Some things brought very good prices; others did not.

Q. Have you any other correspondence relating to the matter, between yourself and the Department, or between yourself and Mr. Wiard, other than the letters you have referred us to?—A. No, sir; I have had no correspondence with Mr. Wiard.

Q. Now, if you know of any act on the part of the officers of the Government, Bureau of Ordnance, Secretary of the Navy, or anything else which at the time struck you as irregular, fraudulent, or improper, state it and give us the benefit of your judgment upon it.—A. I thought there was a very grave irregularity in this whole Nut Island transaction, simply because Mr. Wiard was given control of the experiments, *i. e.*, as to its manner of expenditure. It is usual for experiments to be carried out by a board of officers, and the necessary expenditures to be made from time to time by that board, by the authority of the bureau.

Q. Have you ever before known experiments to be carried on under a contract with a person outside of the Navy?—A. Never, sir, not at the Government expense.

Q. Therefore, this case would be distinguished from an ordinary case of firing by Government officers, would it not?—A. Yes, sir, it is entirely different.

Q. Mr. Wiard was really firing under a contract, and had the entire control of the matter?—A. Yes, sir.

Q. And all your instructions were just to see what he did?—A. To witness and report.

Q. So that in that respect it was different from anything you have ever before known in the Navy?—A. Yes, sir, and I have conducted a good many experiments for other people.

Q. At any time were any of the officers of the Navy Department at Washington present at any of these experiments?—A. The chief clerk, Mr. Hogg, was there for some little time as a guest of Mr. Wiard.

Q. Was Mr. Hanscom or Mr. Jeffers present?—A. Neither of them ever saw a gun fired upon that island, to my positive knowledge.

Q. You look upon the whole experiment as a waste of money to a large extent?—A. As I see it now, I feel that the money was wasted. When I say "wasted" I mean that it has been expended, but not entirely thrown away.

Q. In your judgment, was there promise which the thing offered at the beginning? Without reference to the event, could you say that it was a judicious expenditure of money, or judicious to make those experiments?—A. I should say that it was not judicious to make those experiments—to start in them, *i. e.*, I never would have approved of any such experiments being made.

Q. Did you form an opinion when fully instructed about it in the beginning, whether or not it would be successful or useful, or otherwise?—A. Well, from time to time there were impressions made on my mind: but they were never breathed to any living soul or published in any way, until the Secretary ordered me to do so, and then it was at a very late date, when I had given up all idea of being called upon to express an opinion.

Q. Do you know one Captain Michaelis, who has made a report subseqnent to yours?—A. Yes, sir. He was associated with me at Nut Island, by order of the Secretary of War, I presume.

Q. He was an ordnance officer of the War Department?—A. An officer of the Ordnance Corps or the Army.

Q. Do you know whether he was particularly selected by Mr. Wiard or whether he was the choice of the Department?—A. I know that Mr. Wiard was desirous of having Mr. Michaelis here to observe velocities, because of Mr. Michaelis's superior knowledge of the

instrument we were to use, and of his having brought the first one from Europe, and having had more experience with it than any other officer in the Army.

Q. Did you consider him an accomplished officer of the Army in that respect?—A. A very highly accomplished officer, and I know for those reasons Mr. Wiard was very anxious that Mr. Michaelis should be detailed. I wrote to Mr. Michaelis on the occasion of this last series of experiments, and told him that Mr. Wiard was very anxious that he should come, and he replied to me that he had no objections to seeing the experiments of 1875, but that he would certainly object to coming if applied for by name. Then subsequently he wrote me that Mr. Wiard had written to him asking if he would be likely to come; and he said that he would not object to coming, but that he would make no application, nor did he want Mr. Wiard to apply for him by name.

Q. So far as you know, did Mr. Michaelis come here as a disinterested and entirely independent observer?—A. Entirely so, sir.

Q. Do you think he could have had any possible interest in the result?—A. Not the slightest in the world, sir.

Q. Have you seen his report?—A. Yes, sir.

Q. You notice that it is in some respects more favorable to Mr. Wiard's operations than your own?—A. I think only on the subject of his snubbing-rope, a naval affair which a soldier knows nothing about.

Q. You don't attach great value to his opinions on the snubbing rope?—A. No, sir.

Q. It not being used in Army warfare?—A. No, sir.

Q. If you observed anything wrong or irregular, state it.—A. I never have, sir; except as I stated before, that I thought it was irregular that any Government money should be expended without some Government officers controlling it.

Q. Do you think this money was expended wastefully by Mr. Wiard?—A. I think that he literally threw away a great deal of money.

Q. You mean in the experiments?—A. All of his expenses were paid here by the Government undoubtedly—every cent that he expended here.

Q. Do you think the Government had any knowledge of his disposition of the money, except so far as the bills were shown? Was he throwing away the money with the consent of the Department, or without their knowledge?—A. I don't think the Department could control him.

Q. Do you understand that any of the expenses of getting about and living here were paid by the Government?—A. I understand that all his expenses were paid out of the $60,000.

Q. And he was to have $60,000 for doing certain things?—A. Yes, sir; and he was not required to expend the whole of that $60,000 for those purposes; but he was to provide means of transportation.

Q. Have you ever seen the bills made out upon those things?—A. I never have seen them. He lived on board his yacht. There was nothing in the contract that would show that his expenses were going to be paid. But I will say that while I was accepting the hospitalities of the yacht Minnehaha I did not feel that I was under any obligations to Mr. Wiard, because I was informed by private letter from Captain Jeffers that those subjects undoubtedly came out of the appropriation, and that I had better make the best of it and live on the enemy.

Q. Have you got those letters?—A. No, sir; I never keep a private letter.

Q. Captain Jeffers was not friendly to the experiment?—A. He undoubtedly antagonized it from the beginning.

By Mr. MILLS:

Q. Do you know of any officer in the Navy who favored or indorsed the course pursued by Mr. Wiard and by the Secretary, or believed in it, or thought it was proper, or that the plan was feasible, or the money properly expended?—A. No, sir; I do not.

Q. Do you know what the opinions of the ordnance officers of the Navy generally were about this thing?—A. Well, I don't know what their opinions were. I only know what Captain Jeffers's opinion was.

By Mr. HARRIS:

Q. If there are any other facts that you know about these things I would like to have you give us the benefit of them.—A. I don't know of any.

By Mr. MILLS:

Q. How many of those guns burst?—A. He burst his first 15-inch gun, and then burst one of the Navy 15-inch guns, which is almost one of the same kind of guns. That was in 1874. And then the last gun in 1874 was an 11-inch gun, which he cast here at South Boston, a new cast-iron gun weighing 34,000 pounds. It was double the weight of our smoothbore 11-inch gun. They weigh only 17,000 pounds. This was a very heavy gun, and was cast for the purpose, and made a regular Wiard rifle from the beginning; and I think it burst at the first trial, or the second trial. He put 100 pounds of powder in it, and it went up. Then he burst the Army 10-inch Parrot. The last shot he fired he burst it with a

round shot in it, showing conclusively, as my report does, that the gun had been previously overworked by excessive charges of powder.

Q. You found out how much they would not stand?—A. Yes, sir.

Q. But you never found out how much they would stand up to the limit?—A. No, sir.

Q. Can you tell how much the Government furnished to Mr. Wiard in full?—A. I can give it to you to-morrow morning.

Q. I wish you would do that.—A. I have a list of everything supplied to Mr. Wiard, because I took his receipts for everything, and invoiced those to the bureau. The *debris* from the carriages was returned to me, and the composition from the carriages which was sent to me and sold at auction by order of the Department.

By Mr. BURLEIGH:

Q. Have there been any gun-carriages sold here since you have been on the yard?—A. Yes, sir; I can give you the exact number here from this letter-book. [Referring to book.] There were ninety-one wooden four-truck carriages sold at public auction on the 27th of December, 1875, they having been regularly advertised.

Q. At what price?—A. They sold at $3.62½ a piece.

Q. Were they iron-trimmed?—A. Some had a very little composition on them; but most of them were valuable only for the iron.

Q. What were the conditions of that sale, about the delivering of the carriages?—A. Ten per cent. was to be paid down on the day of the sale, and they were to be paid for before being taken out of the yard.

Q. Did the parties purchasing them take them out of the yard?—A. They or their agents did. They employed somebody.

Q. The Government was not at any expense in removing the carriages?—A. Not at the slightest expense in handling any of them, unless it was that one man was kept in the gun-carriage shed, to see that they took only the proper carriages, and to see that they did not take anything else.

Q. Was it a fair price for the carriages?—A. It was a very good price for them, because they were worth nothing except for the iron. I broke up one, and calculated the weight of the iron in them, and found that they would have hard work to get their money back—besides the labor of breaking them up. The men who bought them paid 50 cents apiece to have them hauled, and got poor people to break them up for the wood, and sold what was left for old iron.

Q. Do you know anything about the breaking up of the ship Virginia?—A. No, sir; nothing of my own knowledge.

Q. You were not here then?—A. I have seen parties at work upon her, breaking her up.

Q. Do you know what her condition was found to be in breaking her up—whether the timbers were all sound?—A. I have never seen anything but perfectly sound timber come out of her.

Q. Do you know anything about the building of the Vandalia?—A. No, sir; I know nothing about her cost.

Q. Do you know anything about the breaking up of the two iron-clads, Wassuc and Shawnee?—A. I know of their being broken up by outside parties.

Q. Do you know anything about the engines in them?—A. The engines were of obsolete type.

Q. Were they good?—A, They were good of their kind. But I think they were the Ericsson grasshopper engine.

Q. Not now used at all by anybody?—A. No, sir; they never would be used in any other ship as engines.

Q. Could they be used as stationary engines?—A. They could; but they would be very expensive engines to run in any stationary work.

Q. Do you know anything about any abuses in the Navy that ought to be corrected?—A. Well, I only know of certain matters in this yard.

Q. Those are the very ones we want.—A. It is in relation to the civil engineer of the yard, or his department.

Q. Give us anything on that subject that will be for the benefit of the service.—A. I was a member of the board, investigating some reports against Mr. Granger, the civil engineer, and in regard to the loaning and repairing of the yard dredge. I would just simply say that in the course of our investigations we found that Mr. Granger had used a great deal of Government material, and expended a good deal of money for labor on that dredge, both before she left the yard, and while she was at work out in the stream, when he had been expressly ordered not to do so, but that the party borrowing her was to go to all that expense.

Q. Do you know whether he received any consideration from those parties for that? Was that developed in evidence before your board?—A. No, sir.

Q. No consideration for his doing it at all?—A. No, sir. There was no way of obtaining anything of that kind.

Q. You just simply found that fact to exist. Did he evince any anxiety at any time that the parties should have the dredge?—A. Yes, sir.

Q. Who are those parties?—A. Well, Mr. Lewis.

Q. What is his other name?—A. I don't know his given name.

Q. Do you know where he lives?—A. I don't know that he is a resident of Boston.

Q. Are there any other abuses except that of Mr. Granger that you know of. The commodore told us all about that yesterday.—A. Well, there are a good many things that I would have different if I had my own way.

Q. Before you leave that subject, I will ask this question: Did you ever hear Mr. Granger saying when he returned, that he had been to Washington and got himself all fixed up right, after that board had passed upon that case, and that he was going to attend to some of the balance of you, the officers of the yard, and have you removed?—A. I saw him the night he returned from Washington, and was told by him that his matters were all settled; that the officers who signed that report would be called to account for doing it; that he had disproved the matters which this board had alleged against him.

Q. Have any of you ever been called to account?—A. Never, sir.

Q. Did he state whom he had been to see?—A. He stated that he had seen the Secretary.

Q. Do you know of the employment of any clerical force, or writers as they are called, that are unnecessary on the yard and could be dispensed with? Are there any in your department?—A. None, sir; as I have but one clerk in each of my departments, and no writers. I would say that I have charge of the navigation department as well as the ordnance department. I have a clerk in each, but no writer.

Q. Could one clerk discharge the duties of both those departments?—A. No, sir; because my clerk in the ordnance department does the work that used to be done by three people.

Q. Go on now and state any other abuses that you know about.—A. There is certainly something wrong when men are employed in the yard and their foremen and quartermen have no control over them, as was the case in the fall of 1874, when they had that large influx of men. I know and heard the foremen say that they had no control over their men; that their men told them that they were only here for a short time, and knew they had to go as soon as the election was over, and they did not care whether they did anything or not.

Q. Did they do much?—A. I saw at that time, while those men were here, more loafing than I certainly ever have seen in the yard during the whole time I have been here.

Q. Standing about doing nothing?—A. Yes, sir; standing about doing nothing, or idling until I came upon them. I remember one day particularly that I went into the Vandalia ship-house and I did not hear a sound. I thought it was very singular, and wondered where all the people were, and I walked up to the bow. By the time I had gone up there I had been seen, and the matter had been telegraphed from one to another, and I could not make myself heard while talking to a man on deck for the calking irons that were going like a drum. I asked the foreman, "Are you taking a rest?" He shook his head and said he could not control them. And that is generally understood here—that men who are put in in that way will not work; in fact, some of them rather refused to.

Q. Were you able to get calkers during that time?—A. Yes, sir. But it must be a man who understands his trade before he can be put on as a calker.

Q. In that period did you increase the number of your calkers?—A. I have no knowledge that they did. My impression is that they did.

Q. Do you know of any shoemakers being employed, or bootmake s?—A. Not to my knowledge. There was no increase of force in my department during that time.

Q. State if you have any views upon the subject of the employment of marines rather than civilians as watchmen.—A. Well, I am satisfied that the Government property would be much more securely guarded and honestly cared for if there was not a watchman in the yard. I could give you my reasons for making that statement.

Q. Certainly, we want all that.—A. I would state that at this yard we have a water-front of nearly half a mile, which is guarded by four watchmen. Their duties take them away from the water-front around through buildings and behind other buildings. Now, even if they were vigilant, I think it is possible for these river-thieves to sneak in and get under our sea-walls and carry off anything that may have been thrown there to them. And I think the door is left very wide for collusion between the watchmen and thieves. A watchman knows for days and weeks ahead at what time of night and for how long he will be on his post on the sea-walls, and if he is inclined to be dishonest, he can readily, by collusion with some river-thieves as we term them, allow a great deal of Government property to be taken out of the yard.

Q. You are satisfied that property is taken out?—A. I have no doubt of it in my own mind. With regard to marines, they live in the yard all the time, and have nothing in common with the workman, and the watchmen have, who may be his neighbor; and the marine never knows which post he is going on to until he is called there, in the middle of the night perhaps, to prepare himself for the post. He is taken from the guard-room, his name called off, and he is then told that he is for a certain post. Consequently he could never enter into collusion with these river-thieves.

Q. What is the general character of these marines for sobriety and integrity?—A. Well, we occasionally find them intemperate, but seldom intemperate while on duty. When they are on liberty, they are like other men.

Q. Do you notice whether or not they take it upon themselves as a duty to protect the

Government?—A. I think they do. I think they take an interest in the duty they are sworn to perform. They are sworn men. They are men under most excellent discipline also.

Q. Can you tell how many civilian watchmen are employed on this yard?—A. There are twenty-seven, sir.

Q. How many marines are there stationed here?—A. I don't know the exact number, sir.

Q. Do you know about how many?—A. About fifty, I think.

Q. Not enough to do the duty?—A. No, sir; not enough to do the duty to put them down on the water-front, or we would do so. We have a marine at this point and one at the extreme end.

Q. You have not enough to do the work that you have to do and to do watching?—A. No, sir.

Q. Would you think it to the advantage of the Government to increase the marine force, so as to have them for watchmen?—A. I think it would be for the interest of the Government in all respects.

Q. Do you know what the cost of a watchman is for eight hours?—A. It is $2.26 a day.

Q. Do you have to have three for one day's work?—A. Yes, sir; three for each post. We have nine posts.

Q. Do you know the cost of a marine, including his rations, pay, and clothing?—A. I figured up on it the other day, but I cannot give it now exactly. It is less than a dollar. Captain Pope could give it to you; he gave it to me—the cost of his rations, clothing, lights, water, and everything else.

Q. I suppose, in order to find the exact cost of an effective marine, it would be right to reckon the cost of the officers, would it not?—A. Yes, sir; the officers who are doing duty at the particular station.

Q. You have beside the civil force of watchmen, their captains?—A. Yes, sir; we have the three captains included in the twenty-seven that I gave you.

Q. In which department shall I go to get the exact figures upon watchmen?—A. The department of yards and docks.

Q. I noticed when you were asked about abuses your mind seemed to turn upon specific acts of fraud, but I suppose the question was meant to embrace the system or systems; therefore if you see anything in the system here which is productive of wrong, I think we should have the benefit of that and of your experience in that department.—A. I am quite sure that the system in relation to the way in which we make our purchases here is altogether wrong.

Q. What purchases do you refer to?—A. What are termed "open purchases."

Q. In what respect?—A. Well, I think that there are people around the paymaster's office. I don't know those things, however, but only say that I think so.

Q. You are discussing a system, and you have a right to give your views of the system —A. There are certain persons around the pay-office here who are certainly interested in every purchase that is made. I really believe that.

Q. What class of goods do you refer to—timber, iron, and coal?—A. General supplies that come from time to time.

Q. It does not embrace clothing?—A. No, sir; I know of a case where I had occasion last fall, in my own department, to get at the estimate for putting in new heating-pipes throughout the ordnance building. In order to send that estimate on, I sent my foreman machinist over to town, to go about to the different places, to find out where he could get those goods the cheapest, and to get the figures from two or three parties; and I found that the Walworth Manufacturing Company, a very large establishment, would furnish them at a very reasonable figure, or would deduct 40 per cent. from their list prices. That is the usual trade-discount on that kind of work. The bureau approved of my suggestions of making the alterations in the heating apparatus. I made the requisition on the bureau, making note that the above articles could be selected; meaning that I was to have something to say as to their selection, although I had nothing to say about the price. And those bills were paid by my bureau as sent from the Walworth factory. But what I wanted to say, bearing upon this subject, was, the regulations of my department require that when I make a requisition for anything to be purchased at open purchase, that I shall send the estimated cost. In order to obtain that, when I first came here I would send an expert over to town to find out what he could buy for—such things as paints, or oils, or hoop-iron, or sheep-skins, or anything that we needed very quick, or needed for emergency. He would bring me the prices at which he could obtain them from reliable dealers; and in making the requisition in triplicate I would put this estimated cost down on only one, leaving the other two copies blank, as was our custom. That copy having the estimated price on it was retained by the bureau. The other two copies being approved, one was sent to me, and the other to the purchasing-paymaster. He had no knowledge of the estimates I had sent on. I found that the prices which he certified to as being correct, and as the lowest market price, were always in excess of the prices at which my people could have bought those things—running up as high as 25 per cent. in some instances. I wrote a private letter, or semi-official letter, to Captain Jeffers on the subject, and shortly afterwards I went to Washington, being ordered there for some other purpose. I spoke to him about it.

He said to me, "It is an abuse; we know it; but we cannot correct it." He says, "Those paymasters have to deal with certain parties." He made that remark. I suggested to the commodore that I thought it was my duty to report this matter officially, and he said, looking over the regulations and the laws, that I had nothing to do with the prices whatever; the purchasing-paymaster was the sole judge of the price, and his certificate was final, and I had no right to question it. This was when I called his attention to the excess of charges made there. When I would send my experts over to town to get these estimates, they would come back sometimes and tell me, "These people say it is of no use to give you these prices; that they cannot get the supplying of those things, no matter what they put in or bid for." My man would always say, "These paints are always bought from the Boston Lead Company," or something. They appeared to know where the purchases were made. But now, for a year or more, I have ceased sending over to get these prices. The regulations do not require me to do it, but merely to put down the estimated price, so as to give the bureau some idea of how much it would cost. So I take my last bills of the same kind of goods and put that down as the estimated price.

Q. You have ceased, as you might say, trying to make a reform. Did you go as far with that Walworth contract as you intended to go?—A. Yes, sir; I think I explained fully that the bills were made out showing the 40 per cent. discount on them, the same prices as at my office. I cited those as a case where I selected the same articles myself. I put on the bottom of my requisition, "To be selected," so that I could have the privilege of ordering from the Walworth company

Q. He did not order them there?—A. Yes, sir; he did. I went with a requisition to the pay-officer, and said I wanted to get them. I had anticipated the approval of the requisition, knowing I was in a hurry.

By Mr. MILLS:

Q. Do you know, or not, that these parties who furnish these supplies to the Government have an understanding with the paymaster that they pay him a certain commission upon all those purchases that he makes from them?—A. I don't know anything about it one way or the other.

Q. Is it understood among you here that the paymaster gets a commission?—A. It is not understood that the paymaster does, and I don't think that the paymaster's name is mentioned here particularly, only those things are discussed. We merely feel that certain things are bought from certain people at all times, and articles are bought from parties who do not deal in them.

Q. Under what direction? Let us get at it.—A. Well, I know on one occasion, I know of one instance, when I first came here, an approved requisition from the ordnance department came back for quite a large quantity of paints and oils, and turpentine, and brushes, and varnish, and things of that kind. The paymaster gave the order to the Boston Lead Company to furnish the most of these things. The varnish was not such as I wanted for an especial purpose, and I went over there to the Boston Lead Company to make some arrangement about changing it. They told me, "O, you go down to some other firm." They directed me to some other firm, and told me, "We do not deal in varnishes, but we order that from these other parties." I went down there and found this firm who had really sent in the varnish unwilling to make the exchange that I desired, and I went to the pay-office to see what could be done there, and the chief clerk at that time, Mr. Plunket, said he would arrange it for me. He went out with me and went down and had a talk with these dealers in varnishes, and arranged that I should have an exchange.

Q. Who is the head of the Boston Lead Company?—A. I don't know, sir. It is a very large establishment. I looked upon that as an abuse, and undoubtedly one that could be corrected in some way.

Q. How many paymasters have you here?—A. Four.

Q. Are these bills paid in cash here or by draft from Washington?—A. You will find that they are all paid in cash here. I would like to add that my attention was called to this matter very recently, at the time that I was senior member on the board investigating some frauds in connection with the purchase of some ship's knees here. It came out in evidence that the bills for these knees would be made out in the office of the constructor of the yard, by Mr. Spooner, and that after the bills were regularly approved by the commandant and the chief of the bureau at Washington, Mr. Spooner would take them to the pay-office, and that Mr. Plunket, the then chief clerk and now assistant paymaster in the Navy, would at times take these bills down to a man who kept a grog-shop, in a low part of the town, in North street, in whose name the bills were made, and that that man would receipt the bills there and then for Mr. Plunket, but would receive no money. Mr. Plunket would take the receipt. I thought if he would go so far as that, he must be pecuniarily interested in the matter. I guess that is about all I have to say.

BOSTON, *March* 23, 1876.

Commander GEORGE BROWN recalled

By Mr. BURLEIGH:

Question. Do you know Mr. Griffiths, the ship-builder?—Answer. Yes, sir; I can say that I am personally acquainted with him, although I have not seen him for some years.

Q. Do you know anything about a bending-machine he had that is now in the yard?—A. I only know that he had a working-model in the basement of the Capitol at Washington at one time. He had it in working order.

Q. Did you meet Mr. Griffiths in Washington?—A. Yes, sir; I met Mr. Griffiths, jr.

Q. Did he or his father ever make any proposition to you to assist him in selling the machine?—A. Mr. Griffiths, jr., whom I had known while he was building the Pawnee, in Philadelphia, told me that he was very anxious to have some one take that working-model to France, and to Russia, and to other parts of Europe, and that in talking the matter over with some poeple, my name had been suggested, and that as he knew me personally, he would like very much to have me consider the proposition. He said the parties owning it would pay all my expenses and give me 25 per cent. of the profits, if I would consent to go, with the view of introducing it in Europe and selling it to foreign governments, with a view to their ship-building in their yards. I told him that I positively declined there and then; that it did not need any consideration.

By Mr. HARRIS:

Q. Was there any suggestion made that if you could sell it to the United States Government you should have any commission?—A. Never in the least, sir.

Q. Do you know whether any such proposition was made to any other officer of the Navy?—A. No, sir.

Q. Or whether any commissions were paid by him to any officers of the Navy for its sale?—A. No, sir.

Q. Have you any opinion upon that subject which we can get at?—A. No, sir; I never heard the matter broached or discussed.

BOSTON, *Thursday, March* 22, 1876.

OLIVER L. SHAW sworn and examined.

By Mr. BURLEIGH:

Question. Where do you reside?—Answer. In Boston.

Q. Do you know of a timber-bending machine of some notoriety?—A. I do.

Q. Did you set up the original machine?—A. No, sir.

Q. Did you know of the original machine?—A. I did.

Q. Did you ever see it work?—A. No, sir.

Q. Will you tell the committee what you do know in relatien to it?—A. The first of my having anything to do with that machine, I was employed by Mr. Griffiths, the old gentleman, (Oliver, his son, at that time was in Washington,) as a mechanical engineer, with an understanding that I was to go to work for them at a certain price, the time not to be less than six months, with the view of taking that machine from where it stood, in a building over on Maverick street, East Boston, and putting it up in a building that was to be erected in the Charlestown navy-yard.

Q. Who erected that building in the Charlestown navy-yard?—A. Mr. Griffiths contracted for having the building built, and it was built by Pierce & Montgomery of Chelsea.

Q. And the Government contracted with Mr. Griffiths?—A. I presume so; that part I know nothing about. So far as any transactions between the Government and Bending Machine Company were concerned, all those matters were kept very close from me. I never got any information. If I had sought it, I don't know that I should have obtained it; but I did not seek it.

Q. What did you do, sir?—A. As I understood, they had sold this machine to the Government, with the understanding that the machine was to be started up on the first day of January to bend timber, and it had got to be a forced job. We were to bend timber that day anyhow, whether the machine was entirely completed or not; that was the understanding; and, with that end in view, I proceeded as one would in that capacity. I hired some draughtsmen, and the work, as they had no machine-shop of their own, it being a forced job which had to be pushed, was placed in different shops.

Q. What work do you mean?—A. I mean the rebuilding of this machine.

Q. Then this is not the machine which was in East Boston?—A. This is the identical machine that was over there, large portions of it; but it was improved considerably, made larger and stronger.

Q. How long a time did it take to do that work?—A. As I say, I went to work, I think, about the 5th of September, and we were to bend timber on the 1st of January; that would make about four months; but I was engaged on that work six months, less three days.

Q. At whose expense?—A. I was paid by Mr. Griffiths, the same as every one else was paid who was employed by them. I hired draughtsmen, and there were other men employed by Mr. Griffiths, who worked there by the day, and Oliver Griffiths, his son, always brought the money once a week or once a fortnight, I can't tell which now, but I think once in two weeks, and we were paid promptly on Monday. I know I got my money; where it came from I don't know.

Q. How much do you suppose it cost to build that machine over?—A. That is a thing I should not want to guess at, but I can put you in the way of finding out about every single dollar, if you want to know. I can give you the name of the parties who did the work that we put out: that is, that was put out in different shops to be done. I call it a building over of that machine. Really the machine was weak; it used to break down. They built one ship with it, and I was informed by a man who worked on the machine all the time that they used to break more timber than they bent—broke up more than half of it in bending it, and it went under the boilers. That ship was the New Era. I was in East Boston at the time, connected with the Atlantic Works, and knew of the ship being built by this new plan of using bent timber. As I was saying, I can put you in the way of finding out the cost of the alterations.

Q. How many men do you think were employed on it, say in October and November, in the different shops?—A. Really I can't say, because the men employed there were mostly cheap laborers. The skilled labor in connection with this thing was employed in the different shops, but I can give you the names of the parties who did this work, and they could give you the cost of the job.

Q. How many different shops was the work performed in?—A. I can give you the different shops: Bisbee & Endicott, in Chelsea; the Atlantic Works, at East Boston; Mr. Loring, at South Boston; and the South Boston Iron Company. The boilers from Hodges, in East Boston, and engine, were got of Mr. Corliss, of Providence. The shafting was got from Mr. Sellers, in Philadelphia. There was not a large amount of that; it was the main-shaft, simply. Those are the principal parties who performed the machine-work.

Q. Did you consider that each of them had what you would call a pretty-good-sized contract?—A. It was not what you would call a contract. It was done by the day.

Q. Can you not give some idea of the cost of that machine?—A. I cannot, for this reason: because there was so much of it, and, in fact, my mind was so much occupied, as I had the whole thing to manage mechanically. I did not pay any attention to that. I had two and sometimes three draftsmen employed, who were under my supervision in the yard.

Q. Haven't you in your mind the thought that it cost a great deal of money, and could you not say about what?—A. I should not be surprised if they spent on the machine itself somewhere about $30,000.

Q. And how much on the mill?—A. I can't say whether the Government furnished the timber for that building or not. There were piles driven, in the first place, and cut off up high; the building set up on piles, so that there is a kind of a cellar underneath. The piles cost about $3 apiece. How many there are I don't know. I suppose that Pierce & Montgomery would get, for building a building like that, somewhere in the vicinity of $5,000. I am rather impressed with the idea, although I am not positive at all, that the Government furnished the stock for the building.

Q. Was there any timber put into the machine?—A. No.

Q. It was mostly iron?—A. Yes, sir; the machine is all iron; the machine was lengthened out on the easterly end, toward the harbor, for the knee-building portion. This main housing or frame, I will call it, was lengthened out to take the knee-building portion; the two hydraulic rollers which run on casters, those were built by the Boston Iron Company. Then there was that casting, which takes one end of the stick and holds it on the table and the other end follows on the track hydraulic machine compresser, so as to keep the end pressure up.

Q. Are you a ship-builder?—A. No, sir; I have worked extensively on iron vessels, but no wood vessels. I was connected with the Atlantic works for some thirteen years.

Q. Have you formed any opinion as to the practical use of that machine?—A. I couldn't help that; I must have done so.

Q. What opinion did you form?—A. Well, it was a good deal like this: there was a machine that I took hold of to perfect as an engineer; when I took hold of it, I did not suppose that the machine, practically, was worth much; I was, as I have stated, connected with a large concern in East Boston, and I heard more or less about this ship that was being built on this plan. It was a new plan of building a ship out of straight timber instead of naturally-curved timber; from what I heard about the vessel and about the bending of the timbers, I came to the conclusion that it was rather a failure.

Q. Do you know whether it is the policy of the Government to use only live-oak timber for the frames of ships?—A. No, I do not.

Q. Do you know that the frames for the Government vessels are all made of live-oak timber?—A. O, yes; certainly.

Q. Do you know whether they can bend live-oak timber on this machine?—A. I don't think they can. When you ask my opinion about the working of the machine, I feel just like this: these parties agreed to pay me a certain sum of money to do a certain thing.

Q. What was that certain thing?—A. It was to make this machine go round, and to have a certain amount of power combined with it; and I knew I could do that, and I did do it effectually. I knew it would bend timber or break it; whether the timber was going to break or not was another thing. I knew that I could put in two sticks of timber that would make part of a ship's frame—timber that would square 12 or 15 inchs at the butt and taper to the top. I knew that if I put in one of Corliss' engines, with plenty of steam, I could make the device so that it would turn round and bend or break that timber; but whether it was going to break or not was another question. I should say that my view was that the timber when bent would not be worth much.

Q. Is that your opinion still?—A. That is my opinion still.

By Mr. HARRIS:

Q. You think the machine itself cost $30,000?—A. I will say this: I know that they expended considerable money; there are three different sets of hydraulic arrangements, which are quite expensive; it is work that has to work to a decimal, to a nicety.

Q. Do you know how much Mr. Griffiths got for that machine?—A. Not at all; I never knew anything about that; those matters were kept very close from me; I did not take the ains to inquire about it.

Q. Did you consider the machine, when you had finished it, as successful for the bending of timber?—A. I left the machine before it was perfected to that extent which I wished to perfect it.

Q. My question was whether or not, as far as you had gone with it when you left it, it was successful as a device for bending timber?—A. It was successful, as far as turning round was concerned.

Q. And you have testified that it had power enough, as a machine, to bend or break the timber?—A. Yes, sir.

Q. I am only asking you about it as a machine; whether you considered it practically a successful thing?—A. I did not entirely perfect the machine. I have not seen it from the time I left it. My six months expired, and at the time that it expired I was told my services would not be wanted any longer, and I left it.

Q. You do not answer my question. You were charged with the duty of rebuilding that machine, and you were allowed to put your own inventive genius into it, to some extent. You employed your draughtsmen, and you perfected the device, as far as you could, in the time you had. Now, I want to know whether or not you think that that device would accomplish the purpose of bending timber successfully?—A. Bending timber successfully is one thing. If you leave the word "successfully" out and say "bending timber," I can answer that.

Q. I do not ask you anything of that sort. You want to bend a stick of timber 15 inches at the butt, and tapering down to 12 inches at the end, and you want it of a certain shape; could you do it on that machine, provided the timber did not break?—A. Yes, sir.

Q. You had power enough?—A. Yes, sir.

Q. Then the question of its success must depend upon the question whether or not the bent timber could be properly used in frames for ship-building?—A. More that than anything else.

Q. You think in that particular it is a failure?—A. I never had any faith in that material for the purpose of ship-building.

Q. Suppose you take a stick of timber that you want to bring into the form of a rib or rail, and you do successfully bend it into that form without breaking, in your judgment, is such timber suitable to go into the frame of a ship?—A. No, sir.

Q. Therefore, while the machine would do the thing you set out to do, you doubt whether the system of building ships by bent timber is a good one?—A. Yes, sir; that is the main point. It depends, of course, upon where you use the timber. You might bend it so that it could be used for a certain distance upon the frames forward; but when you came to build the bilge timbers, the bend would be so short that it would destroy the fiber of the material.

Q. So that while it might be perfectly successful for some portions of a ship's frame, or some timbers of a ship, it would not do to use in other places?—A. That is my judgment.

Q. Did you succeed in bending timber on the 1st day of January?—A. I think we started that machine on the 1st day of January.

Q. Did you bend any timber?—A. Yes, sir.

Q. Did you succeed in breaking any?—A. Yes, sir.

Q. How much more did you break than you bent into the required form?—A. There were but few frames bent while I was there; perhaps half a dozen sets or so; and I guess four of the six broke, or were useless; somewhere in that ratio; but they were not the worst timbers to bend that you would put into a ship; that is, they did not go near the center of the ship.

Q. Did you understand the theory to be to make a ship wholly of straight timber, bent into the required form?—A. Yes, sir; entirely. That was Mr. Griffiths' idea, to build the ship out of straight timber.

Q. Has any ship in the Navy been built, so far as you know, with timber bent by that machine?—A. Not to my knowledge.

Q. Has any portion of any ship been built of timber bent on that machine?—A. It has been reported to me that there have been some few sticks of timber used for rails or such purposes that were bent on that machine.

Q. What do you say as to the use of knees bent in that way; would they be as strong as the naturally-curved wood?—A. I should favor the knee as it grew.

Q. Suppose it successfully bent, without breaking the fiber of the wood?—A. Even if you did not break it you would disturb the fiber of the wood. That depends, of course, upon the angle that the knee was bent to. You know knees are of different shapes as they go into a ship. If you wanted to bend a knee at right angles, so that it would go into the center of the ship, and it bends a little more than that, I should judge that the disturbance of the fiber of the wood would be so much that it would rather impair its strength.

Q. It would spread the fibers on the outside, and compress them on the inside?—A. Of course it is pressed together on the inner side, and stretched on the outside, and the tendency is to weaken the timber.

Q. Was this timber put into a bath of hot water and steamed before they bent it?—A. Yes, sir. They had it in a boiler, or a cylinder, some would call it. It was built just the same as a boiler; built strong. I suppose it is there now. I have not been in the yard for a long time: but this iron steam-box was made to get a certain pressure on the timber.

Q. The timber was put in there under a certain pressure?—A. Yes, sir; it was intended to force the steam into these sticks of timber; that was the idea, to make it elastic, so that it would bend. You could not bend that timber at all unless you steamed it. The timber would be put into the box in the morning, and allowed to stay there until the middle of the afternoon, and then they would bend it to a certain curve. As I say, I think out of six that were bent for what we call frames, two bent pretty fair.

Q. They had to lie in the room a long time after they were bent?—A. Yes, sir; we had a certain arrangement whereby a stick of timber was laid in the room. There was a thin strip of rolled iron that was put into the machine with the timber, and when the sticks of timber came out bent, this strip of iron remained on the back to keep the back from crushing out. If you did not have something of that kind on the back, the whole length of the timber, and then stays across the front, which would hold it from sliding, you would lose the curve. We never took any timber out after it was bent until the morning, and then they were put on the floor, and they were not released while I was there.

By Mr. BURLEIGH:

Q. What year was that?—A. I can't give the date of that now; it was four or five years ago. I went with them in September 5, 1861, and I think that was in 1872; I can't be positive.

By Mr. MILLS:

Q. Didn't that whole concern cost $50,000? All that work could not be done for less than $50,000, could it?—A. I should think it might have cost about $50,000.

By Mr. JONES:

Q. That is what it cost the Government, you mean, to do the work?—A. I don't know whether the Government did it or not. It was done on the yard, I should have said. There was one other party who worked on the machinery; that was Hodges, over at East Boston. He built the boilers.

By Mr. MILLS:

Q. By whom was that machine owned when it was sold to the United States; who constituted the Bending Machine Company—Charles Allen Brown, and who else?—A. I can't tell. I was never brought in connection with those gentlemen in any shape or manner.

Q. Do you know of anybody giving any commission to any officer of the Navy for the purpose of procuring his influence, or anything of that kind?—A. Not at all.

By Mr. JONES:

Q. Or any one else?—A. No, sir.

By Mr. MILLS:

Q. Do you know of any abuses or frauds being perpetrated upon the Government in the Navy Department by anybody?—A. No, sir.

By Mr. HARRIS:

Q. Where did you do this work on this machine?—A. It was mostly done in the yard.

By Mr. BURLEIGH:

Q. What was not done in the shops outside was done in the yard?—A. There was more or less work that was done in the repair-shop in the yard.

By Mr. HARRIS:

Q. Did you go over to the yard in October?—A. No, sir: I was over at East Boston, in Mr. Griffiths' shop, for about, I should say, four or five weeks before I went to the yard. We

moved the machine right over there, just as soon as the piles were driven, and the building fitted up and made our headquarters in the yard.

By Mr. MILLS:

Q. Did you know Oliver Griffiths?—A. Yes, sir.

Q. Did you ever hear him say anything about the ownership of that bending-machine?—A. I might have heard a casual remark, or something of that sort; but nothing that would benefit you or any one else in any way.

Q. Did you ever hear him say anything about selling his interest to the United States?—A. No, not selling his interest.

Q. Well, selling anybody's interest?—A. I think that Mr. Griffiths told me, on the first start, when he made the bargain with me, that the understanding was that the machine was sold to the United States Government.

Q. At the time you commenced to build it?—A. At the time I commenced altering it over, or to take it down.

Q. Do you know anything of Oliver Griffiths making any demand of the president of the company or Mr. Brown, or any other member, for money for any cause at all?—A. Yes, sir; I have heard so.

Q. What was that?—A. I will state it just as it came to me. It was like this? Oliver Griffiths' brother came to me about a month ago, and had a letter from his father wishing me to make him drawings for a small machine to go to the Centennial, to be set up there, to bend timber. I declined to make the set of drawings and gave him my reasons, and in giving my reasons why I declined, one of the reasons was connected with Oliver Griffiths. It was the manner in which I had been treated by him, and I declined to have anything to do with any of them in any way, shape, or form; and then he told me that Oliver had blackmailed his father, and I made a remark something like this. Said I, "I believe, if I had been so minded, or had been a man of that stamp, I could have said some things to that company that would have made them say they would be glad to give me a sum of money to hold my tongue." "Well," he says, "that is just what Oliver did," and he told me that when the time came for him to settle with the company, he took $10,000 out of them.

Q. What was the thing that Oliver proposed to hold his tongue about or not to hold it?—A. That I don't know; he didn't tell me that.

Q. Don't you know what it was?—A. No.

By Mr. BURLEIGH:

Q. What were you going to say that would make them glad to give you $10,000?—A. Well, so far as I was concerned, my idea was just what I have expressed here. I have expressed, I think, in substance, just about my idea of the matter. I think any gentleman could conjecture from what I have said what it was.

Q. Have you any cause to conjecture that there was anything unfair in the transfer to the Government?—A. I have no knowledge that I can give that would be worth one cent in that direction.

Q. Do you know any circumstances that aroused your suspicion about that transfer or that trade?—A. I will state right here, plumply and plainly, all there is. It is just like this: from all the information I had received in regard to the operations of the machine, it was a failure and so considered over there, and it was sold to the Government at a round price, probably. That is about the whole of it.

By Mr. JONES:

Q. The parties sold something to the Government that really was not good for anything?—A. That is the idea. No value practically for building ships.

By Mr. HARRIS;

Q. You spoke of Oliver Griffiths' treatment of you; what treatment did you receive which you resented?—A. Well, it was the same kind of treatment ——

Q. Won't you be specific in answer to that question?—A. I will put it in these words; that it was treatment that was very discourteous.

Q. In what respect?—A. In regard to the work generally.

Q. Just specify what; I want to get at it; that does not give me any idea.—A. I have not got anything to cover up. I am perfectly open and frank about this thing. The way I feel about it is just like this. If there is any charge to grow out of this, I do not care first or last, top or bottom; you may have it.

By Mr. MILLS:

Q. Did you ever hear Mr. Hanscom say anything about this machine being a failure?—A. No.

Q. Did you ever hear him say anything about it at all?—A. He was about there considerably but I never had any conversation with Mr. Hanscom especially about this machine.

Q. Suppose I should tell you that the Government of the United States paid $160,000 for that machine, would you think there was anything fraudulent in that transaction?—A. Well, I might say that I think they paid too much.

Q. You have stated that it cost about $50,000, and if the Government paid $160,000, what is your idea of the transaction?—A. You mistake there. When I speak of $50,000, I say it would not surprise me if the expense to the company of building that bending-machine, and the expense of putting up that machine, from first to last, was $50,000.

Q. Was it not worth over $50,000 when it passed into the hands of the Government?—A. The value of the machine depends upon what it would do.

Q. How much, in your judgment, had been expended upon it before you began your modifications?—A. That is a thing it would be hard to tell. It was a machine that had been experimented upon, and you know what experiments are in connection with a machine like that. It is a very massive machine. It is impossible to tell what the cost might have run up to.

By Mr. BURLEIGH:

Q. Suppose the machine, as it is to-day, cost and is worth $50,000, what did it cost, and what was it worth, as you took it?—A. Say $50,000 more.

Q. Was it not of more value after you had spent $50,000 on it than it ever was before?—A. Yes it was worth a great deal more, of course. We took the machine as we found it there, with some of its parts broken, and all that kind of thing.

Q. If it cost $50,000 to put it in the condition in which it is now, what was its value when you took it; you say it was broken when you took it?—A. Yes, sir; some parts of it were broken; the thing that we put the end of the timber into on the table, for instance; those things were all thrown away.

Q. How much would it have cost to repair it, making it no longer than it was at that time?—A. To have simply repaired the broken parts there were there, and use it as it was, would have cost but a very small amount of money. But ther ewere entire changes made; it was rebuilt; there was new gearing put on it.

By Mr. MILLS:

Q. Was not a large portion of that rebuilt at the expense of the Government of the United States?—A. I don't know.

Q. What could you build a duplicate of the machine for; couldn't you do it for $50,000? Couldn't you take $50,000 and produce another machine just like it, right by the side of it, building and all?—A. No, sir; I don't think I could. It is a heavy machine; there is a large amount of iron in it, and iron costs so much a pound, anyhow. When you speak of the machine, I presume you mean everything in connection with it, engine, boilers, and everything.

Q. I mean everything about the bending-machine that the Government paid for?—A. No, sir; it could not be done for $50,000.

By Mr. HARRIS:

Q. Now, I want to come back to my question. You say that in your judgment probably $50,000 was spent upon that machine after you took possession of it?—A. Yes, sir.

Q. Now, can you form any opinion of the probable cost of the machine up to the time you took it, or what it might reasonably have cost?—A. I have answered that question in this way, and I do not see any other way to answer it—that this was, of course, an experiment.

Q. I don't want that; I dont want any of your arguments about it. I want you to tell me what, in your judgment, that machine might reasonably have cost.—A. I do not like to prejudice my judgment by jumping at such things as those, nor does any one who has any reputation for doing anything, because it is one of those things which it is pretty hard to tell how much it cost.

Q. Can't you approximate within $10,000 of it?—A. Well, if I was going to jump at it, I should say it would not surprise me at all if it cost $50,000 as it stood there; perhaps more.

Q. Now, I want to bring you back to the question I asked a little while ago. I want to know wherein you think Mr. Oliver Griffiths mistreated you in regard to this matter? What did he do which you say was discourteous or unfair?—A. Well, I have said that he treated me discourteously. I have answered the question about as well as it can be answered.

Q. Did he pay you for your labor?—A. Certainly, I was paid regularly, once a fortnight.

Q. Did he find fault with your work?—A. There was a certain charge that he made at one time in connection with the work that I did not like.

Q. Well, what was it?—A. It was in connection with the work that was done in the shop of the South Boston Iron Company in connection with the hydraulic work. He stated to his father, I can't state the words, of course, but to the effect that I knew better, or that I knew that a certain thing was so when I said it was not so.

Q. Did he at any time charge you with not having done the work properly, or with having made an imperfect machine?—A. O, no, nothing of that sort; none of them ever made any claim of that kind.

By Mr. MILLS:

Q. Do you know how it was that Oliver Griffiths blackmailed his father and Brown and the other members of the company?—A. All I know about that matter is what his brother told me about four or six weeks ago.

Q. Did he tell you in what that blackmailing consisted?—A. As I understood, it was in connection with this work and other Government work.

By Mr. HARRIS:

Q. What did you mean by saying that you knew things that they would be glad to pay you for not telling about?—A. What I meant by that is just what I have stated plainly; that they had a machine there which, in common terms, was thought to be a machine which was not of much account, and it was saddled on the Government. That is about the whole of it.

Q. That was an opinion of yours, simply, wasn't it?—A. I do not like to put that in. I guess you had better leave out that question.

Q. I want to know what you think they would have been glad to pay you money to suppress.—A. I simply said that to his brother, and that remark led to his statement to me, that that was just what his brother Oliver had done, and he got $10,000 out of the company before he would release them, or they could be released from him, or whatever it was.

Q. There is no information which you now desire to suppress from this committee that you then referred to?—A. Nothing, sir; there is nothing that I desire to suppress, so far as any investigation like this is concerned. Believe me, gentlemen, I am a citizen, and have an interest in all these things. I am inspector of buildings for the city of Boston. I believe in having the Government administered as it ought to be, honestly and faithfully, and with integrity, and I believe the work that is being done in these matters now is right, and of course, if I knew anything, I would report it to you willingly. I would rather do it than not. I believe it is the duty of every man, if there is anything in connection with our Government in the shape of fraud, to reveal it. I have no desire to suppress anything.

By Mr. MILLS:

Q. Did you infer from anything that Oliver Griffiths said, or that the old man Griffiths said, or anybody connected with that bending-machine said, that the Hanscoms had any personal interest in that purchase?—A. There was nothing said that I know of. I don't know that I heard anything said between those parties that should lead me to suppose that the Hanscoms had any particular interest in this matter.

Q. Did you hear any statement about Oliver Griffiths having any correspondence in his possession from which he could get that $10,000?—A. No, sir.

By Mr. BURLEIGH:

Q. There is something on your mind; you had better relieve it.—A. No; there was nothing said. I only know that Oliver Griffiths and his father were brought in connection with Mr. W. L. Hanscom, in connection with the work going on.

By Mr. MILLS:

Q. Was it not Isaiah Hanscom?—A. Of course I have heard Isaiah's name in connection with it. I can't state now just how. It was some time ago. But still I know well that in conversation, or in the hearing of conversation, the names of both the Hanscoms were used in connection with doing our work, you understand.

Q. Were those names, or either of them, used in connection with having any interest in the purchase of this machine by the Government?—A. No, sir.

By Mr. BURLEIGH:

Q. You mean interested in the work you were doing on the bending-machine in the yard?—A. That is it, exactly.

Q. Were they any more interested in that than their position might make them interested for the Government in any work?—A. No, sir; perhaps not.

BOSTON, *March* 22, 1876.

CHARLES W. ABBOTT sworn and examined.

By Mr. MILLS:

Question. You are purchasing-paymaster at this place?—Answer. Yes, sir.

Q. Will you state to the committee what proportion of the purchases made at this yard are made by contract at the annual lettings and what proportion are made by open purchase?—A. They are now largely made by contract. There has been so little business within the last year, since I have been here, that it is pretty difficult to say what the proportion would be, but I should think that of all the supplies furnished here at least four-fifths are by contract.

Q. By annual lettings?—A. Yes, sir.

Q. What means have you of obtaining information on this subject?—A. That is merely an estimate. I really have not any way of ascertaining accurately. The books containing the supplies which are to be furnished by contract are sent to me, and I just get a sort of an idea from looking over those books.

Q. You mean, I suppose, that that amount of supplies is ordered here from Washington; they are not purchased by you?—A. That is, the annual lettings by contracts. The bureaus advertise for bids to supply different articles throughout the yards.

Q. Do you know that they do advertise for them, or do they buy them by open contract at Washington?—A. I cannot say. I recollect reading an advertisement in a New York paper, I think, by Commodore Howell, of Yards and Docks.

Q. Has any one here any control over your purchases? Is there any one whom you have to consult before you make purchases here?—A. No, sir. I may consult the bureaus.

Q. Do you ever have to consult Mr. Trickey about any purchases you make, as to whom you shall purchase from?—A. No, sir.

Q. Do you ever do any such thing?—A. No, sir.

Q. Does Mr. Trickey make any suggestions as to whom you shall purchase from?—A. No, sir.

Q. Do you know whether or not he has any interest in the purchases you make when you do not make them from him?—A. Not that I know of.

Q. Do you make many purchases from him?—A. Of lumber,

Q. Do you purchase from him such things as are required?—A. I never have purchased of him anything but supplies in his line—lumber. I think I have paid contract-bills of his for hay. I won't be sure about that; that was when I first came here.

Q. He has no interest at all in any purchases you make for the yard, nor any control over them?—A. No, sir.

Q. And you never consult him about making purchases?—A. No, sir.

Q. Does he or does he not exercise some influence in the management of this yard in some way?—A. Mr. Trickey exercises a certain kind of influence, a sort of moral influence, from being an intimate friend of Senator Cragin.

Q. What has Senator Cragin to do with the navy-yard?—A. Nothing. I know Mr. Trickey is spoken of as if he had a good deal of influence, but I have no knowledge of any exercise of influence. I could not say that Mr. Trickey's influence in the yard in any of its departments was anything.

Q. How do you purchase timber from him? Do you require bids, or do you simply go and purchase it on the best terms you can?—A. In some cases I purchase it at a fair market-price of him, and in some other cases by bids.

Q. Do you ever purchase any live-oak timber from him?—A. No, sir.

Q. Do you ever purchase any white-oak timber from him?—A. Yes, sir.

Q. What is the usual price you give for white oak, white-oak logs, timber, and plank-stock?—A. In one instance, I bought some of him where the bids ranged from a dollar to 90 cents, and Mr. Trickey's bid was the lowest. I referred that to the Chief of the Bureau of Construction, Mr. Hanscom.

Q. What did he do?—A. Mr. Hanscom ordered the purchase to be made of the lowest bidder.

Q. What was the lowest bid?—A. The lowest bid was 90 cents a cubic foot.

Q. How did that correspond with the market-price?—A. I thought it was cheap, judging from the bids. One was 95 cents, another $1, and Mr. Trickey's was 90 cents.

Q. How did the 90 cents bid compare with the price outside?—A. Well, for such timbe as they required, I thought it was cheap at 90 cents, that that was a very fair price.

Q. If you thought it was a very fair price, why did you refer it to the Chief of the Bureau of Construction?—A. I referred it to him so as to get his instructions in regard to it.

Q. Had you advertised for that timber?—A. I sent out bids for it. I did not advertise in the papers.

Q. To whom did you send bids?—A. I sent the bids to Messrs. Huckins & Co., Haskins & Co., and Mr. Trickey.

Q. You did not put any advertisement in the papers here in town?—A. No, sir; I did not advertise.

Q. Had you ever given as high as 90 cents a cubic foot for white-oak timber before?—A. I never had purchased it before.

Q. Who was the purchasing-paymaster here before you?—A. Mr. Plunkett.

Q. How long have you been purchasing paymaster here?—A. I came here in November, 1874, or the latter part of October.

Q. Had there not been any purchases of white-oak timber before this, since you came here?—A. No, sir.

Q. When was it you purchased this plank-stock?—A. This was last September.

Q. Where do those other two bidders live?—A. In Boston.

Q. Are they friends of Mr. Trickey?—A. Mr. Haskins is, but I do not know about Mr. Huckins.

Q. Do you know whether Mr. Haskins and Mr. Huckins were interested in that timber or not?—A. I cannot say.

Q. Do you not think, from the character of that bid, that there was a combination between those three? You thought there was something wrong about it, because you referred it to the bureau?—A. I referred it because it was a large transaction. It amounted to several thousand dollars. There were 8,000 feet. There is a regulation—I never saw it; it is not on file in the office; but I have heard about it—which says that any purchase exceeding a thousand dollars in amount shall be advertised; that nothing shall be advertised unless it exceeds a thousand dollars in amount. This exceeded a thousand dollars.

Q. Does not that say that no purchase amounting to over a thousand dollars shall be made except by advertisement?—A. I don't know. I never saw it

Q. How many other lumber-dealers are there in this city besides those three?—A. There are a large number, I suppose, but I am not well acquainted with them. I have made so few purchases since I have been here of anything, that I have not got well acquainted with the market.

Q. Did you tell Mr. Trickey to whom you had sent those bids? Did he have any knowledge about it?—A. Not that I know of.

Q. You did not inform him that you had sent bids to those two other parties?—A. No, sir.

Q. You do not remember having purchased any white oak at 50 cents?—A. No, sir; I never purchased any.

Q. What other lumber have you purchased from Mr. Trickey?—A. I have purchased ash plank.

Q. How much did you give for the ash plank?—A. Sixty dollars a thousand.

Q. What did you give for pine?—A. I have forgotten.

Q. From what firms in town do you usually purchase your goods—brushes, paints, and other articles?—A. I send out bids, usually.

Q. Do you not usually purchase from about the same persons?—A. There are some persons from whom purchases have been made for years. They have been sort of stand-bys. But I am not governed by that. I purchase, as a general thing, in fact, in all cases where I send out bids, I purchase from the lowest bidder. For paints and leads, I have always sent to the Boston Lead Company, because I was always sure that a first-rate article would be supplied, and at a very fair price. I do not know that I ever sent out bids for lead. I always send the order to the Boston Lead Company.

Q. Have you any understanding with them at what price they are to furnish the lead when you send your requisitions to them to fill?—A. The understanding was that they were to put it in at the lowest price. There was an estimate, and I would compare their price with the estimate. If it exceeded it, I would not pay the bill.

Q. Did you ever purchase from Walworth & Co.?—A. Yes, sir.

Q. What was your purchase from them?—A. Iron.

Q. Have you always got that at the market-price?—A. I have sent bids several times to the Walworth Manufacturing Company.

Q. Would they sell to the Government at the same price they would to private individuals?—A. In a good many cases they would sell lower.

Q. Have there been any cases where they have sold higher?—A. No; they were very anxious to get as much Government custom as they could, and they would put down their prices very low.

Q. When they had reached the lowest price at which they would sell to the Government, was not that higher than they would sell to citizens for?—A. No, sir; I don't think it was. In fact, in many cases I think they have put it in actually lower than they would have sold to private parties. I do not know as I can say that either; but they were very anxious to sell to the Government, and their prices were very low, as compared with others.

Q. Do you not consider it your duty as an officer of the Government, when you have to buy for the Government, to buy as cheaply as you would for yourself?—A. Yes, sir.

Q. Do you not think it is your duty, when you purchase for the Government, to go and see where you can purchase at the lowest price, even if it is below the market-price?—A. Yes, sir. My plan is, and I like to do it constantly, to invite just as much competition as possible. I do not care how much or how low the price is. The only thing is, I must purchase an article that will be accepted when it is delivered at the yard. I have had articles rejected. I would buy an article very much below the estimated cost, perhaps 25 per cent., and when it went over to the yard it would be rejected, and I would be told that the estimated cost was sufficient to purchase the article of a quality that they could accept. That would have to be taken away, and I would have to purchase a proper article. There are a great many things that they want at the yard of the very best quality, and you must have samples, and in a good many cases the services of an expert, when you send out bids, because the parties to whom you send them would not know what was wanted, and in a great many cases they do not reply to bids; do not take any notice of them. They know that those articles are subject to inspection.

Q. Have you got any of the bills for the articles that you have been purchasing?—A. Yes, sir.

Q. Do you remember what you gave for nails?—A. No, sir; I do not recollect now.

BOSTON, *March* 22, 1876.

Rear-Admiral CHARLES STEEDMAN sworn and examined.

By Mr. BURLEIGH:

Question. What position do you hold?—A. Rear-admiral, retired, United States Navy.

Q. Were you at one time commander of the Charlestown navy-yard?—A. Yes, sir; from December, 1869, within a few months of three years.

Q. The committee, as you understand, are in search of abuses and irregularities in the navy-yard, with a view to make a report to Congress and recommend correction, in the best manner possible, of those abuses, and we would ask you if you know of any irregularities or abuses in the management of the Navy during your command at the navy-yard, or at any other time.—A. One of the abuses which came under my notice was in the purchase of coal, a large quantity of which was contracted for, the contractor being S. P. Brown.

Q. Will you state the way in which that contract was made?—A. The coal was delivered in 1870, I think, and received here from that time until November.

Q. Received here from what port?—A. From Philadelphia.

Q. Please go on and state to the committee the facts in the case.—A. There were three or four vessels arrived, one after the other, and according to regulations a survey was ordered on, consisting of a line-officer and two engineers; I forget their names, but it was a regular board, and the coal was condemned as unfit for service. This coal was furnished by the Equipment Department for all the bureaus.

Q. What was there about the coal that rendered it unfit for service?—A. It was full of slate. The contractor having been apprised that the coal had been rejected, asked that a certain quantity should be taken out of the hold of the vessel, stating if that was done we should find the coal good. This was done, and it was rejected again. It was reported to the bureau, and an order came to receive it and let him take out the slate.

Q. From whom did this order come?—A. It came from the Bureau of Equipment. Commodore Reynolds at that time was at the head of it. The order was that the slate should be taken out at the expense of the contractor. Every vessel that came was just in the same condition, and we had to go through the same surveys, the same telegrams backward and forward about it; and after these vessels had been discharged, the contractor wanted to be paid demurrage for his vessels, and I made a report upon it. The substance of the report was that he was not entitled to any demurrage: that all those vessels were kept for his benefit; that the coal was bad, and it had to be screened, and of course that caused delay, and therefore he was not entitled to demurrage.

Q. Who made the demand for demurrage, the captains of the vessels or S. P. Brown?—A. S. P. Brown; it came from Washington.

Q. The bill for demurrage came from Washington?—A. The head of the bureau wrote to me to know whether he should be allowed any demurrage; that a claim was put in for demurrage. My reply was that he was not entitled to any demurrage. Whether he got any or not afterward I do not know; I never heard any more of it.

Q. Did you not have to approve the bills?—A. No; I only indorsed the bill, that a certain quantity of coal had been received. The confract was made in Washington, and I certified to the quantity that was received, and it was paid in Washington.

Q. You do not know whether or not the Department made him take off a discount?—A. I know nothing about it.

Q. At whose expense was the slate taken out?—A. The communication from the bureau stated that that should be done at the expense of the contractor.

Q. Did you render any bill to the Department?—A. No; the whole of that was Construction Department, to whom the coal belonged. One of the Hanscoms was the constructor then.

Q. Do you know that he did not render any bill?—A. No, sir: none came through me.

Q. If he had rendered a bill, would it have gone through you?—A. Of course.

Q. Do you know anything further in regard to the cleansing of the coal?—A. Nothing more. I only know that it was rejected time after time, and telegram after telegram came, as the book will show, and we had to receive it. The last cargo, I think, was about 500 tons for engineer purposes. That was rejected *in toto*.

Q. Do you remember how many cargoes there were?—A. There were from 2,000 to 2,500 tons; there were four vessels, I think.

Q. Was that all the coal that came to the yard during the month of December?—A. From 2,000 to 2,500 tons came from September to November.

Q. More came in November?—A. More came in September. The last, I think, came in November. In regard to the cargo for engineer purposes, which was rejected *in toto*, the bureau telegraphed me to do what was proper in the premises.

Q. Do I understand you that these several cargoes came all along from September into November?—A. Yes, sir.

Q. Were these cargoes of damaged or bad coal the only cargoes that you received that season?—A. Yes, sir; all I recollect were those that came from Brown, in Philadelphia.

Q. Had you received any previous to this damaged coal during the season?—A. No.

Q. That was the supply for the next winter?—A. That was the supply under that contract.

Q. What became of that cargo that was condemned *in toto*?—A. I got an order from the Secretary of the Navy direct to receive it; that order is in the yard.

Q. Who condemned that cargo *in toto*?—A. A board of officers, consisting of line-officers. Mr. Bartelman was one of them.

Q. Have you anything more to communicate to the committee?—A. That is the only gross irregularity that I knew in the yard. We received timber there from time to time, under a contract for the delivery of live-oak, which was rejected; a good deal of it is in the yard still. What was received was very indifferent.

Q. Do you remember from whom that came?—A. Mr. Swift was the contractor.

Q. Do you remember whether any of the timber that was rejected was afterward accepted and paid for?—A. I do not know; there is a great deal that was rejected which is lying in the yard now. I had a good deal of trouble in trying to get it out of the yard. I reported that it was lying about there and was an eye sore to me on the wharves, and so on.

Q. Have you any other communication to make to the committee?—A. None in regard to abuses that came under my observation, unless you put questions: you know I cannot volunteer any testimony.

Q. As I said to you before, we are here in the interest of the Government, and in the interest of the Navy, in which you should take a pride.—A. I will tell you frankly everything I know. I think it is for the interest of the regular officers of the Navy to show up everything that is wrong, so that we can place ourselves right before the country.

Q. When I ask you if you know any other abuses in the Navy, it leaves the question open so that you can state fully everything within your knowledge.—A. I think one of the abuses in the Navy is the filling up of the yard with men for electioneering purposes. Another abuse is that of having men forced upon the yard who do not know anything of their business. I had one instance where a man was sent into the engineer department, and we had an order from the Secretary to receive him. The fellow had been in the State prison, and I was obliged to have considerable correspondence on the subject before I could prevent his coming in, which I eventually did. I remember an instance where the master-boat-builder, who was one of the most capable and worthy men, and who had sent two of his sons and his son-in-law to the war, and supported their families, was summarily dismissed from the yard, and another man, one of his own workmen, put into his place. I represented the facts to the Department, and even went so far as to write a private letter to Admiral Alden to try to have the man put back; but it made no difference, this new man was put in.

Q. Do you know of any money or valuable articles given for the purpose of influencing any one in the Navy?—A. No. There was one case that came under my notice which was a very curious one. That was a fraud in what they call "hide cuttings." You know we make a great deal of hide rope, and when the cuttings have accumulated to a certain extent they are sent to the auctioneer and sold and the money put into the Treasury. Everything that is sold goes back to the Treasury. It appears that some quantity which had accumulated had been sent out of the yard to be weighed, as we thought properly, and the man who purchased from the auctioneer found that he had to pay for a certain quantity over what he receipted for; that is, he paid for 2,500 pounds, but receipted for a thousand—something in that style. The man who bought the cuttings being honest, addressed me a letter, and I ordered a board immediately to investigate the facts, and they found that certain parties had taken advantage of the time when the public weigher was out of the yard—that is, between 12 and 1 o'clock—and sent those scrap-hides over to the weigher of the construction department, and that there was collusion between him and the auctioneer and the other man in the rope-making establishment, and they were weighed and false weights given—that is, false weights given to the accounting-officer; and the purchaser, when he went to pay for his scrap-hides, receipted for a certain quantity and paid for a certain quantity. I had this thing thoroughly investigated.

Q. Did he receive and pay for more than the Government by its books delivered?—A. Yes. He paid for more than the Government was credited with.

Q. Did he pay for any more than he got?—A. No. He paid for what he got, but he receipted for less than appeared on the books. There was a difference of some 2,500 pounds.

Q. Who was in collusion with the auctioneer?—A. The weigher in the construction department. The fellow is now dead. He was a brother-in-law of Norton, who is a politician, and, I think, tried once to run for member of Congress. He was navy-agent at one time. I immediately suspended the parties, and the board recommended that they should be dismissed, except one of the men, who seemed not to be as culpable as the others, and they recommended that he should be suspended. They were kept on suspension about a couple of weeks, and then an order came to put them on duty, and the fellow died on duty. All of them were re-instated except the auctioneer. He was dismissed and another one appointed.

Q. From whom did that order come?—A. From the Navy Department.

Q. What officer?—A. From the Equipment Bureau.

Q. Who was the Chief of the Bureau of Equipment at that time?—A. Admiral Reynolds.

By Mr. MILLS:

Q. Was that by direction of the Secretary?—A. I think it was by direction of the Secretary.

Q. Were abuses of that kind frequent?—A. That was the only instance that came under my notice, though I had suspicions that there were things going on of the same character; but I could never find out. It was impossible. The commandant of the yard is at his office, and it is impossible for him to discover these things. He may suspect them and try to catch the parties, but it is out of the question.

Q. Do you know of any other abuses in any other department?—A. None. There were some questions propounded to me by the chairman of your committee (Mr. Whitthorne) in regard to certain points connected with the retired lists, measures of reform, and so on. Those I will answer directly to him.

Q. Do you know of the sale of any vessels of the Navy while you were at the navy-yard?—A. None were sold while I was there.

Q. Were any torn down while you were there?—A. Yes, sir. The Vandalia was brought from Portsmouth, torn down, and rebuilt. She was a sloop of war of about six hundred tons, old measurement. She was a sailing-sloop, one of the old set of eight, but that, I would remark, (with the exception of converting them into steamers,) has been done from time immemorial; and if we had not done it we should not have had any navy at all. I think that was very proper. Since the war we have had but one appropriation to build vessels, and that was for the building of the eight sloops of war.

Q. Was there a board of survey on the Vandalia at that time?—A. There was no board of survey. She was the receiving-ship at Portsmouth. I remember the circumstances perfectly. I happened to be in Washington, and the constructor was very anxious to find some old ships to tear to pieces and build upon, and I said to him, "There is the Vandalia, at Portsmouth; why not let me send the Sabine there," (which had already been fitted out:) "it will cost nothing but the expense of bending the sails; and let her take the Vandalia and bring her on, and you can convert her into a steam-corvette."

Q. What part did you build upon?—A. We didn't build upon anything; just built a new ship.

Q. Of the same size?—A. O, no. This corvette is 225 or 230 feet long, and the other vessel was about 150; but, as I tell you frankly, if we had not done that we should have no vessels at all. A good many steamers were built in a hurry; they were all rotten, and we could not repair them, and that thing has been carried on ever since I have been in the Navy. The Constitution, for instance, has been rebuilt, I think, twice.

Q. Do you know that if the Department had applied to Congress to do this work they would not have allowed them to do it?—A. I am under the impression that it was a stretch of authority.

Q. You think the Department dared not ask Congress for authority to do it, for fear of being refused?—A. I think so, sir. As I say, this thing has been done, to my certain knowledge, for the last thirty years; but not carried on so extensively as converting a sailing-vessel into a steamer.

Q. You do not call this "converting," at all, do you? It was condemning an old vessel and building a new one.—A. It was just condemning an old vessel and building a new one. The best plan, if you could have done so legally, would have been to have floated the Vandalia down the bay and set her on fire, and got the copper and so on. It would have been less expensive, because it is a very large expense to tear these vessels to pieces; they are built of the very finest timber, and it was a curious thing about this ship that there was scarcely a rotten timber in her. She was built in 1827, and rebuilt afterward, but she was then built of timber that lasted like iron.

Q. Do I understand that they took the timber of the old Vandalia and put it into the new one?—A. No; not a bit of it. She was a new ship entirely.

Q. Was the old Vandalia a good ship?—A. She was no use at all under the sun, excep as a receiving-ship there at Portsmouth, and she just took the room at the navy-yard.

Q. Would she not have made a good supply-ship?—A. No, sir; she was too heavily sparred, and it would have been very expensive to put a crew on board of her to man her. I think the economical plan would have been to set her on fire or to have sold her.

Q. She would have made a good freighting ship, would she not?—A. Yes, sir; she could have been sold, and, with slight repairs, she would have lasted ten or twenty years.

Q. But then you could not have built a new ship?—A. We could not have built a new ship; the money would have reverted to the Treasury; there was the trouble.

Q. The Navy did not get any money out of her?—A. The Navy got all the copper, iron, &c., out of her, and all the wood that was good was sawed up, piled, and sold at auction, and the proceeds went into the Treasury.

Q. Don't you think it cost the Government as much to tear her to pieces as they got out of her?—A. The labor cost more than double the material they got from the ship.

Q. Then if they had sold her for something they would have been better off?—A. Decidedly, so far as the Treasury is concerned, but not as far as the Navy is concerned, because we should have had no ship.

Q. Do you know any difference between the interest of the Navy and the interest of the United States?—A. I always go for the interest of the United States. For instance, at the navy-yard there are a lot of old chain-cables, water-tanks, and so on, that could be sold for thousands and thousands of dollars. I have urged the sale of that old material to get rid of

it, and let the proceeds go into the Treasury; but there has always been an objection, because it did not go into the naval service, instead of going into the Treasury.

Q. Who makes such an objection as that?—A. Why each bureau. You go, for instance, to the Bureau of Equipment, and want them to sell these things, and they object to it. My idea is to sell everything you cannot use and let the money go right into the Treasury; and that has always been my idea.

Q. If the plan of tearing vessels to pieces and building new ones, as in the case of the Vandalia, is to be pursued, then you declare the independence of the Navy of the Government of the United States. Is it not so?—A. Pretty much so.

Q. What was your experience in the purchase of timber during the time you were in command of the yard? Did they pay extra prices?—A. I do not know about the prices, because all that is done at Washington. The system of open purchase, I think, is all wrong, unless you have an extremely honest purchasing-paymaster. For instance, if I made a requisition for a pair of oxen, the same man might furnish the oxen who furnished knees for our ships; that is, I sent a requisition to the Bureau of Yards and Docks for a pair of oxen. It came back to me, and I sent that requisition over to the purchasing-paymaster, and there was no supervision of it whatever. He purchased those oxen and they were sent over here for inspection, of course, to see whether they were good or not. I did not know whether he purchased from a former timber-merchant or from a man who sells carpets. Certain people have the run, as it were, of the Navy. You will find that the firm of Trickey & Jewett have been contractors for timber, and they furnish everything pretty much. For instance, if you want carpets, you send over to the purchasing-paymaster, and he has his man, and sends and buys the carpets of him, and so on. There is no competition whatever. Then you may go to the construction department, and you meet the same things there. Mr. A puts in a bid; he is perfectly familiar with all the workings in Washington; knows all about these contracts, getting people put into the yard, and so on, and the contract goes to him. For instance, he will make a contract for certain tools, a jig-saw, for instance, to cost a thousand dollars. He will put that at $1,500, and other instruments he will put in at a low price, but the aggregate makes his bid lower than other bids. What is the consequence? He furnishes the jig-saw for $1,500, which is, perhaps, 50 per cent. more than it cost, and after it is finished then comes an order from the Department saying that such and such things are not required; or the question comes to the commandant to know whether such and such tools are required. It is referred to the construction department, for instance, and they say that they do not stand in need of them, and consequently they are not bought; but the man gets his $1,500 for his jig-saw.

By Mr. BURLEIGH:

Q. Do you think that is done with the knowledge of the bureaus at Washington?—A. I do not know. I think it cannot be otherwise.

Q. Are such things as you name of frequent occurrence?—A. I have heard that they have occurred from time to time.

Q. That is one of the "tricks of the trade?"—A. It is one of the "tricks of the trade." There is the trouble we have, that everybody thinks that Uncle Sam is fair game.

By Mr. MILLS:

Q. Could not the contractor be put under bonds to furnish all those articles?—A. Yes, sir; that is it. Make him agree to furnish everything, and if he does not, make him pay the damages.

By Mr HARRIS:

Q. Suppose the Government find out that they do not want the article?—A. Then buy it on speculation. This is not a new thing; it is a thing that has been going on for years and years. For instance, I recollect some twenty years ago, in the purchase of clothing and so on for the Navy, (it was the time when the sailors had to buy everything,) Navy buttons, for instance, were furnished at half a dollar a dozen, and sewing-silk, that the sailors used for embroidering their cuffs, collars, and so on, was put in at a dollar a pound, when it was worth four or five dollars. The consequence was that the aggregate, when footed up, was cheap, and the man got the contract for all the articles; but he knew very well that very few pounds of silks would be required, and that he would make on the buttons and so on what he lost on the silk.

By Mr. BURLEIGH:

Q. Then the rule in the Navy Department is to take the aggregate of all bids?—A. Yes, sir; the lowest bidder gets the contract.

Q. And frequently he is let off from furnishing the articles he bids low on?—A. Yes, sir.

By Mr. HARRIS:

Q. Or else there is a requisition for a larger quantity of the others?—A. Yes, sir; or they don't want them.

Q. Do you think it impracticable to make every article stand by itself?—A. You could not of course, carry it to that extreme, but the people who had the control of the requisitions, and so on, could see at a glance where this fraud takes place.

By Mr. BURLEIGH:

Q. Could this practice be successfully maintained without collusion between the bidders and the Department at Washington?—A. There must be collusion. I think the great trouble in the navy-yards in regard to building our ships is with the labor. We get the material, in the long run, about as reasonably by contract as we could purchase outside, but the great trouble in building a ship is the labor; you cannot get the men to work. I was three years at the navy yard, and I never had a man reported to me for default in his work or for inefficiency. I have turned out time after time, and walked through the yard, and if I caught any men idling I would take them up and have them summarily dismissed, but they always got back again.

By Mr. MILLS:

Q. I understand that political influence in the navy-yards has been for years the bane of the Navy.—A. It has been the bane of the Navy, sir. The whole thing, strange to say, commenced with Mr. Woodbury. He was the first person who commenced the system of putting men into the yards for political purposes; it commenced there, and it has been going on ever since. He was Secretary of the Navy under Van Buren. I think myself the members of Congress in the localities of the navy-yards are the most expensive people that the United States have to support.

By Mr. BURLEIGH:

Q. Do you know whether the same abuses in regard to contracts obtained previous to the war as obtain to-day?—A. I think it is worse now; I think it has been worse the last four years than it ever has been, from all I can learn.

By Mr. MILLS:

Q. Like any other abuse, the longer it exists the worse it gets?—A. Yes, sir.

Q. Do you know what was done with the iron of the vessels that were torn down while you were in command?—A. I think that iron was taken and worked over.

Q. Who would do that?—A. That would be done in the construction department, in the blacksmith-shop.

Q. By the Navy Department itself?—A. Yes, sir; all that iron would be sent up to the blacksmith shop and worked over.

Q. They did not ship it off to private individuals to be worked over?—A. No, sir; all the copper that came out of the Virginia, for instance, was collected, and when it accumulated to a certain extent it would be sent to Washington, and there made into bolts or rolled into sheets for coppering ships.

Q. Do you know anything about any timber having been rejected and then received, like the coal you spoke of?—A. I do not know of it, but I have heard of it.

Q. Do you know any other vessels that were torn down besides the Vandalia?—A. There were five or six torn down and rebuilt. The Marion was rebuilt, and the Swatara and the Galena. I think that there were six in all that were torn down and rebuilt. The Marion was a second-class sloop-of-war. She was rebuilt at Portsmouth, and they built a very fine steamer in her place.

Q. Were you in command at the time the bending-machine was bought?—A. Yes, sir. In August, 1870, the Secretary of the Navy ordered me to direct a board of three line-officers and one naval constructor to examine a timber-bending machine erected in East Boston, and report whether, in their opinion, it was advisable to introduce the system into the navy-yards. The board reported favorably, and the report was forwarded to the Department. October 7, 1871, the Bureau of Construction and Repairs forwarded a contract with John Griffiths for a timber-bending machine, to be erected in the navy-yard, including the labor for putting up the building, but the material for the building was to be furnished by the Government. The cost of the whole was $160,000. It was put up and paid for, but whether used or not is a question I cannot answer. Commodore Nichols has all the papers in regard to this bending-machine.

By Mr. BURLEIGH:

Q. Do you remember who constituted that board?—A. I think the present commandant of the navy-yard at Portsmouth, Commodore Bryson, who was my executive officer, was one of them. The building was put up according to the contract, and after they got to a certain point a board was ordered to examine and see if they had built it up to that point according to contract, and then they were paid. I approved the bills as it went on until it was finished.

Q. Who was the constructor?—A. I think William L. Hanscom.

Q. Do you know it was he?—A. I know it was he.

By Mr. MILLS:

Q. Do you remember the other line-officers who were on the board besides Commodore Bryson?—A. I do not. This bending-machine was in full blast when I left, but I have not heard or known of a single piece of timber bent by that machine being put into any ship, although they have built half a dozen since. I think the Vandalia was being built when this thing was in existence.

Q. Do you know who the owner of that machine was?—A. Mr. Griffiths was the own
Q. Any others?—A. No; the contract was with him. He had it over in East Bost
I remember distinctly, when I was commandant of the yard, Isaiah Hanscom, who is cl
of the bureau now, asked me one day if I would like to go over and see the ship that h
been built there out of bent timber. I went over, and was very much pleased with the shi
went all over her, and saw the machinery and the processes. It passed out of my mind, a
the first thing I knew up came this order from the Secretary. I think Isaiah Hanscom
that time had an idea of having it introduced into the Navy when he invited me over
look at it.

Q. Do you remember the vessel that was said to have been built with timber bent by t
machine?—A. I don't remember the ship. There was only one of them built; she w
to sea, and I think got ashore, or some accident occurred to her, and I never heard of
ship afterward.

Q. You say you did not use any timber bent in that way on any of the ships of the Na
although the machine was in full blast?—A. I think it was finished a year before I
the yard, and they bent a great deal of timber.

Q. Was the timber used?—A. None was used while I was in command of the y
Whether it has been used since or not I don't know. It was finished almost to the day
Griffiths agreed it should be finished.

Q. Do you know why it was not used?—A. I do not know; I thought myself, when t
were building the Vandalia, that they would avail themselves of it, if it was such a g
thing, in building that ship—make the experiment. It is no use paying $160,000 for a
chine which you cannot make use of at all.

Q. Was William L Hanscom constructor at the navy-yard at that time?—A. He was c
structor at the yard the first part of the time, and then he was ordered away.

Q. Was the constructor on the yard at the time the contract was made for the bendi
machine?—A. Yes, sir; he was constructor on the yard, and I think was on the board
one of the regular officers, and his brother was chief of the bureau. When I took comma
here the present chief of the bureau was constructor here, and Mr. Lenthall was then t
chief.

By Mr. HARRIS:

Q. Did you examine that bending-machine so as to form any opinion of its practicability
—A. I thought favorably of it.

Q. You were not a member of that board?—A. O, no.

Q. You appointed the board?—A. I appointed the board. I thought favorably of it, a
I have been surprised that it has not been used, after seeing the ship. Whether they receiv
unfavorable reports from this ship afterward which stopped them or not, I don't know.

Q. Was the machine looked upon at that time, as far as you know, among ship-build
and men connected with the Navy, as a practicable and successful thing?—A. I do
know about ship-builders, except those in the yard; they seemed to think it was a very g
thing.

Q. They were taken with a new invention, I suppose, and carried away with it—A. Y
I thought quite favorably of it. The only difficulty was that I thought it was illegal to m
a purchase of that kind and erect a building in the yard, because I think, according to l
we have no right to put any building in a yard without a special appropriation by act
Congress.

Q. Did you communicate that objection to anybody?—A. O, no; I think I would h
got a rap over my knuckles if I had, All I had to do was to obey orders.

Q. Do you hold it to be your duty to obey orders if the thing is in violation of law
A. You may call attention to it, if there is any irregularity. For instance, if timber is p
chased and the bills are brought to me for approval, unless the requisitions come from m
refuse to approve them, if I think there is anything wrong, and refer the question to
bureau; and then the responsibility rests with them, not with me. I have done my d

Q. You report irregularities to your superior officers, and then obey orders?—A. Yes,
I suppose you will find here cases where timber to the amount of thousands and thousand
dollars has been bought without a scratch of a pen authorizing the purchase, and Com
dore Nichols has refused point blank to pay the bills; and then the thing was referre
the bureau, and the bureau would admit that it was very irregular, but would order hi
approve the bills.

Q. In your experience a good deal of the business of the Navy has been irregular f
great many years, has it not?—A. O, very.

Q. What would you recommend in place of the system of open purchase and the p
chase by sealed bids, as now practiced?—A. I think myself the plan of advertising for se
bids in the newspapers in the locality where the articles are wanted is a good one.
instance, if you wanted to buy Manila hemp, you would advertise so many tons of he
wanted; that specimens would be found at the navy-yard, and sealed proposals would be
ceived up to a certain date. That would be fairer than to go into the market and buy
tons of hemp.

Q. Whether or not you would think it advisable that each leading article, like hemp, c
timber, and copper, should be advertised separately and given to the lowest bidder?—
Yes, sir.

Q. And that where a good many articles were advertised for, if the contract was given to the lowest bidder, taking the aggregate, the bidder should be obliged to furnish the precise amount advertised for of each article, without any variation?—A. Yes, sir; without any variation whatever. I think one of the great abuses in the yard is the appointment of what they call "writers" in the construction department. When I was in the yard there were some six or eight people called "writers." Mr. A or Mr. B had some person whom he wanted to get appointed, and he would ask the Secretary or some one else to have him appointed a writer in the navy-yard. He did nothing; the clerks performed all the writing that was required.

BOSTON, *March* 22, 1876.

PERCIVAL C. POPE sworn and examined.

By Mr. HARRIS:

Question. You are a son of Commodore Pope, late of the United States Navy?—Answer. Yes, sir.

Q. How long have you been captain of marines?—A. I have been in the Marine Corps fifteen years, coming November. I have been captain about six years.

Q. How long have you been stationed here?—A. I came home from sea three years ago, coming October. I have been here two years in February last.

Q. Where were you on your sea-service?—A. I was in the North Pacific and in the South Pacific. I was fleet marine-officer of the squadron.

Q. Have you made any attempt to ascertain the relative cost per day of marines as compared with Army soldiers?—A. No, sir; I cannot say that I have, for the simple reason that I could not get the data excepting by report; but, from my general knowledge, the marines cost a very little less than infantry soldiers; that is, in the sum-total, counting the clothing. The pay, of course, is the same as that of the infantry soldier, but the contract-price of clothing is, I think, a little less.

Q. What is about the price per day here in the Charlestown yard?—A. About eighty cents per man.

Q. That includes what?—A. That includes rations, pay, and clothing.

Q. Have you had any experience with marines as watchmen, guarding Government property on shore?—A. Yes, sir; a great deal of experience.

Q. Where?—A. At this yard, at the Portsmouth yard, and very slight at Washington. That was in my younger days.

Q. You have a set of civilian watchmen?—A. Twenty-one watchmen and three captains of the watch.

Q. That is the force in Charlestown?—A. Yes, sir.

Q. Do you know the wages paid to each class?—A. Two dollars and twenty-six cents per man to the watchmen, and two dollars and seventy-six cents a day to the captains of the watch.

Q. Those twenty-four men cover the three watches?—A. Yes, sir; eight hours for each.

Q. So that each man of those men gets eight hours out of every twenty-four?—A. He gets one day's work of eight hours out of the twenty-four. The watchmen arrange it so that they take two days on and one day off.

Q. Now, as compared with the civilian watchmen, what is your experience in using marines? Have you ever used them for that purpose?—A. Yes, sir; my experience is that they are more reliable and more trustworthy. The marines are a body of men who are entirely under military discipline. The corps is small, comparatively speaking, and the officers are thrown into very close communication with the men. For instance, we have here for guard duty, and for whatever exigencies they may be called upon, about eighty men. A marine goes on post at 9 o'clock in the morning with the guard and with an officer. He stays on until 9 o'clock the next morning. The post of that marine is visited always twice during the twenty-four hours by the officer of the day, and three times by the sergeant. The sentinel is relieved every two hours during the twenty-four by a corporal. A marine does not mount guard twice for the same post as a general thing. A man comes off from guard at 9 o'clock in the morning, and he is at liberty that afternoon until 12 o'clock, midnight, generally. The next day he goes on guard again, but does not know what post he is to have until returning from liberty. He cannot, therefore, connive with any outside party. He cannot say to a man, "I will be on this post to-morrow, and you come along here, and whatever you want you can help yourself to," because he does not know when out on liberty what post he is going on the next morning. He is put on post by the corporal of the guard, and is inspected before he goes on by a sergeant, and inspected when he comes off. A watchman comes into the yard, and he has four hours on and eight hours off; he relieves himself, and the watchman that comes off goes out of the yard. He is always on the same post, or knows where he is going, and knows at what time he is to be on that post. Within the past few months, the commodore sent up and said that we must put a sentinel on a cer-

tain post. It was thought that there was stealing going on there, but the watchman ha not been able to catch the parties. A marine was put on the post that day for the first tim and at night he caught the parties, consisting of two men who came along in a boat, passe by a wharf where there was supposed to be a watchman, and pulled in under the stern of ship past two vessels which were supposed to be watched by two ship-keepers, and to possession of some material that was probably put there during working hours at their han and the marine nabbed them. One of the men was sentenced to eighteen months' impriso ment, I think. I don't know what became of the other. That is one instance. Those p ties evidently had been doing that thing for some time. It was an exposed position, a the sentinel always has his beat from one point to another, and when these parties came there, as they undoubtedly had been doing before, this marine from that position was a to see them clearly and distinctly, and he arrested them.

Q. Did you become satisfied that that watchman connived at the theft?—A. There w no evidence one way or the other, but here was a watchman who was supposed to be a to see it, and should have been able to see it. How a boat can pull in from an open ro stead and pass by a wharf where there is a watchman, and land, without being seen, I ca not understand. The watchman has a house standing on that wharf, and a comfortable f in it. The watchman may not have been there. I do not know that he was. He m have been somewhere else, on some other duty. The marine has a little box that is abo 24 by 36 inches in circumference inside, and he must keep moving about in cold weather, else he will freeze to death. There is no place for him to sit down; he must stand up, a even if he is inclined to sit down, or leave his post, the officer of the day comes round on every day and once at night, and he cannot tell whether he is coming round at 1 o'cloc 10 o'clock, or 2 o'clock, or what time he is coming. The sergeant of the guard also is se around the yard by the officer of the day at irregular hours.

Q. With your present force at the Charlestown navy-yard, could you do the duties no done by those twenty-four watchmen?—A. No, sir; not with the present force.

Q. How much increase of force would be necessary if you were to do that?—A. We coul do it with a force of fifty men, and it would be, in my opinion, a saving to the Government.

Q. Would you require as many as fifty men to do the duties now done by the twenty-four watchmen?—A. Well, sir, we would require six men in the place of three watchmen. The watchmen go on for twenty-four hours, four hours on and eight hours off. Our men go on for twenty-four hours, and twenty-four hours off. Say, we take forty men. One watch man costs $2.26 a day, three would cost $6.78. The six marines cost a little over $4.80 besides giving us this strong force for any emergency.

Q. Do you think that it would be advisable, in the navy-yards, to substitute marines fo the force of civilians to do duty as watchmen? Would it be economy for the Governmen to increase the marine force sufficiently to do that?—A. Yes, sir; I think it would, if th force was properly organized; that is, if we had a patrolling-force instead of having regula sentinels. If we had a patrolling-force who would be visited by the officer of the day, an controlled by the officer of the day.

Q. Who controls these watchmen?—A. They have a captain of the watch, who is sup posed to do it. If some night, along, say, at half past twelve or one o'clock, some gentl man was sufficiently interested to walk around the navy-yard without its being known tha he was coming, I think the comparative efficiency of the two corps would be fully proven

Q. Do you have any of the Marine Corps out on duty in the night?—A. All the time.

Q. What duty do they perform in the night?—A. We have the regular sentinel-duty They are never taken off excepting in cases of fearfully cold weather.

Q. Are they on the extreme outside limits of the yard?—A. Yes, sir; they are, as far a we can put them with our present force, on the extreme points of the yard. We have the upon the lower end of the yard, at the sea-wall toward Chelsea; we have them at the oth end, toward the city, and we have them in front of the officers' quarters on the street lead ing to Chelsea bridge.

Q. So that the sea-side is substantially left to be occupied by these watchmen?—A. Ye sir. In talking with naval officers, I have hardly found an instance where the office would not prefer to have marines, for the simple reason that they have complete control o these men. These men cannot relieve themselves, which, in my opinion, is one very stron point, so they never can be away. They are marched around in a military manner, an relieved, and they are so often visited. They cannot go out of the navy-yard when the are relieved, as a watchman does; they can have no outside communications; they cann make any appointment and say, "I shall be at the lower ship-house to-night; you com in, and I will let you have what you want, and we will divide," for the reason that the ma does not know where he is going on post before going on liberty.

Q. What is your view of the necessity for marines on shipboard at sea?—A. I do n see very well how they could get along without them. They pick up Tom, Dick, an Harry, and put them on board a ship as sailors. They come on board without any disc pline at all, without any organization. The ship goes into commission with two or thre hundred men, and no one knows anything about the majority of them. They are sent o board the receiving-ship and drafted from there for a sea-going ship. You take a marin guard and put them on board, and you start from the very first with an organized body c men, who are disciplined, are reliable, and are known.

Q. So far as you are acquainted with the opinion of the commanders and the regular naval officers on board of ships, what is their opinion in regard to the necessity of the Marine Corps?—A. That it is absolutely necessary.

Q. Is there any division of opinion among naval men?—A. I think not, except possibly among some of the younger lieutenants; and some of the boys who have had little experience, have never had responsibility thrown upon them, have an idea that they could get along without them.

Q. Do you rely upon the marine force to protect the yard against fires?—A. Yes, sir.

Q. Are they trained for that?—A. There is a detail made every day of a sergeant and seven men. Those men are in charge of one of the steam fire-engines, excepting the steam part of it; of course, they have a fireman for that. The sergeant is the foreman of that organization. At night we have a detail of fourteen men in charge of two hose-carriages, and a hoseman, and an additional force to assist the other steam fire-engine. Some time in December there was a large fire adjacent to the navy-yard, so near that the sparks were covering the yard. The marines went to the engine to help to run the hose out, and ran the hose-carriages from the lower part of the yard and connected the hose with the hydrant, and were ready for any emergency; and they exercise regularly at fire-quarters. They are always in the barracks within the inclosure. At the time of the Boston fire, Mr. Hooper came over from the mayor, and asked the commandant for a force of marines, and the commandant sent for the commanding officer, and told him to turn out the command and send them to Boston. Mr. Hooper says, "Sir, how soon can we have them? Can you be ready in twenty minutes?" He replied, "Yes, sir; in twelve minutes after the first tap of the drum, if we cannot march those men out, issue ball-cartridges, and have them on the road to Boston on the double-quick, I am very much mistaken." They were taken from their quarters where some were sleeping, others differently occupied, armed, and equipped, ball-cartridges issued to them, and in nine minutes they were on the double-quick over to Boston. When they arrived at Boston, instead of taking volunteer soldiers, they called upon the marines to guard the subtreasury, and when they moved the mails from the post-office, they took marines as the guard. It was the same way at the Portland fire, and the same at the second fire here in Boston. You seldom see a better body of men in the service than the marines, from the simple fact, as I said before, that the corps is small and the officers are able to keep such a close supervision over them. One great improvement that could be made, in my opinion, would be to pay the men off once a month instead of every three months. The men are now only paid once in three months, and in the mean time they get out of money, and have to borrow at high interest, and those who do not borrow money, when they are paid off at the end of three months, get quite a little sum, and it makes them desert much more readily than they would if they were paid every month. Then the working force of the men, in my opinion, is too small. You take out the guard for the day, and if we are called upon in any emergency from outside from our regular guard-duty, we have not sufficient men for it. If we send a draft of sailors from here to New York, or anywhere else, we have to send a guard of marines with them, and that very often reduces our available force very much. The number of marines in proportion to the number of sailors on board a British man-of-war is about 5 per cent. larger, I think, than it is on board an American man-of-war. I was in a ship where we had nearly 400 sailors, and we had 50 marines for that ship, and an English ship, with a less number of crew, had 80 marines.

By Mr. BURLEIGH:

Q. Why do you think that 40 marines would be necessary to do the duty of watchmen on the yard where there are only 24 now?—A. For the reason that we make a regular detail. We have three men to a post. The watchmen stand double duty; they stand four hours on, and eight hours off; they go out and come in, and the marine goes on at 9 o'clock in the morning and stays until 9 o'clock the next morning as the regular guard. He must have a relief, of course.

Q. Is that an arbitrary rule?—A. No, sir; there is no rule about it, but it is the custom of the service, the same as it is in the Army.

Q. What saving will it be to the Government to put two men to do what one man has done heretofore?—A. Three watchmen cost more than six marines. We have to have men ready for any emergency that may arise besides their guard-duty. It is not so with the watchmen. Supposing we simply had just men enough for that duty, and we were required to send a guard on board ship, we would not have them.

By Mr. HARRIS:

Q. Suppose you take the 80 men you have now and keep them on their present duty, how many men would you want in addition to perform the service now done by the 24 watchmen?—A. You must take into consideration that we are keeping up nearly as many posts as the watchmen with the men we now have. In addition to that, if we take off the watchmen, of course we have got to increase the force proportionately. The watchmen are not the only ones who are doing guard-duty. We have six posts.

Mr. BURLEIGH:

Q. You have 80 men now?—A. No, sir; we have not 80 men; we have about 65 privates for guard-duty, besides non-commissioned officers, making 80 for all duties.

Q. Then one man is on duty 24 hours only once in 10 days?—A. O, no; every other day.

Q. How can it be possible?—A. We have three men to a post. You must take into consideration that, in addition to this duty, we have to have a number of corporals and a number of sergeants, and we must have, as I say, a relief force. A short time ago we had to send a draft of men to New York with a draft of sailors. If we had had barely force enough for that, we should have had to take off the sentinels to send that guard with those sailors, so that, I say, we must have an extra force, as we are called upon for many different kinds of duty.

By Mr. HARRIS:

Q. Twenty-four men now do the duty of watchmen?—A. Yes, sir.

Q. How many men would be required perform the duty of the 24 watchmen with the proper relief, and a surplus to meet emergencies?—A. That, of course, as I said before, would require a change, because if we put patrolmen on, we would put them on in the same ratio that the watchmen are; that is, we would put them on four hours, and give them eight hours off.

Q. How many marines would be necessary to do the work that the 24 watchmen now do, supposing they had to do nothing else?—A. I suppose it could be done with 40 men.

Q. You think 40 marines would be required to do the duty now performed by 24 civilians?—A. Yes, sir; that is, under the system that is carried on now.

BOSTON, *March* 22, 1876.

JOHN W. EASBY sworn and examined.

By Mr. JONES:

Question. What office do you hold under the Government?—Answer. Naval constructor.

Q. Where were you last stationed?—A. At Norfolk.

Q. You are stationed here now?—A. Stationed at Boston now.

Q. How long have you been at this yard?—A. Since the 26th of September, 1874.

Q. Where was the Adams built, and by whom?—A. She was built at East Boston, by Donald McKay.

Q. Has she been accepted by the Government?—A. She is not finished yet.

Q. The first contract I mean—A. No, sir; the first contract is not finished. She cannot be accepted until she is finished. She is not complete. She has been accepted thus far, and payments have been made according to contract.

Q. Had she been accepted by the Government before you reported here as naval constructor?—A. No, sir. Of course she could not have been, not being completed. She is not completed under the first contract, nor the second either, to the best of my knowledge.

Q. Was she completed when you reported her?—A. I have never reported her as being completed.

Q. You have the reports made on her, have you?—A. I have the estimates of money due. Certain parts have been finished and paid for.

Q. Have those estimates been reported by you to be paid?—A. Some of them.

Q. Have not all of them?—A. No, sir; because some were reported by Mr. Pook, my predecessor.

Q. Have there been any estimates made on her that you or Mr. Pook have not reported to be paid?—A. My impression is that John Hanscom, the assistant naval constructor, made one payment on first contract and one on second contract, as he was empowered to do.

Q. By whose order?—A. By a general order. The contract says, "To be done under the supervision of the naval constructor and assistant naval constructor," payments to be made on certificates, as I understand, signed by either the naval constructor or assistant.

Q. What was the contract on the vessel?—A. The original contract was $148,500; the first contract, it is called.

Q. What was the second contract?—A. The second contract was for $25,000. Those two contracts are all there were with Donald McKay. The Government has furnished the material on the second contract.

Q. Has any part of those contracts not been performed that should have been done by the contractor?—A. There are parts of the contracts which have not been performed, but by order of the bureau the contractor has not been required to perform them.

Q. Have you got those orders?—A. Yes, sir. The spars are specified in the contract, but not the boats. Mr. McKay contended that he was not to make the spars. I referred the question to the commandant, and he referred it to the bureau, and this is the bureau's reply:

"NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
"*February* 25, 1875.

"SIR: Referring to your letter of the 23d instant, No. 39, with inclosures, relative to the spars, &c., for the sloop built under contract with Mr. Donald McKay, it was not contem-

plated by the original advertisement for this vessel that the contractor should furnish either the spars or boats; and the building instructions which accompanied the contract were intended to refer to the hull only, so far as the contractor was concerned. Consequently, Mr. McKay will not be required to furnish either the spars or boats.

"With regard to the quarter-galleries as those were to be omitted in sister-ships then under construction, it was thought advisable to dispense with them in Mr. McKay's vessel, which he was directed to do, making some slight changes in the cabin consequent thereon.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*"

Q. As you understand the contract and specifications, they provide that Mr. McKay should do this work?—A. Certainly In the absence of any orders to the contrary, I should have insisted upon his doing it; that is, all specified.

Q. Have you any account of the things that have not been done by the contractor on that vessel that should have been done by the contract and specifications, in your view?—A. I have no account, but I could pick them out. It is perhaps necessary to state that when a board of naval constructors met last April to make an estimate of the work required to be done, not covered by Mr. McKay's contract, they took up the whole subject, and decided what work was covered by the contract, and what work was not covered by the contract.

Q. Who comprised that board?—A. Mr. Hart, myself, (next in rank,) Mr. Furnald, and Mr Mintonye.

Q. By what authority was that board convened?—A. By order of the chief of bureau.

Q. It appears that you made a survey to determine what work should not be performed by the contractor?—A. No, sir. This letter, you observe, is dated February 25. The board met in April, and referring to this letter, we find that the chief says that the contract was intended to cover the hull only; therefore it was the province of the board to say what constituted the hull, and the board did say what constituted the hull, and what constituted outfits, and it was for the things that did not constitute the hull that the board made an estimate.

Q. It appears that the board was not asked to make an estimate upon what the contract called upon Mr. McKay to perform. You did not get any such order from the chief?—A. No, sir; we were to examine the Adams and see what work was not covered by the contract of Mr. McKay, estimate what it would cost, which we did Now, then, how were we to get at what was not covered by the contract? By reference to this interpretation of the contract by the chief, in which he says the contract covers the hull only.

Q. Did the contract and specifications read that they covered only the hull?—A. I forget exactly how they read. Let me explain that again, that I may make it as clear as I can. The duty of the board, as defined by the chief of bureau, was to ascertain what work required to complete the Adams was not covered by the contract. By reference to the chief's letter, written about two months before that, we found that he says the hull only was covered by the contract; therefore the board estimated the work aside from the hull, the outfits, such as boats, spars, &c., although the spars were in the specifications. We made our estimate from the interpretation put upon the contract by the bureau.

Q. You made it according to his order?—A. Yes, sir; that is to say, the interpretation of his order.

Q. You didn't make it according to the contract, and the specifications which form a part of the contract?—A. I think we could not have made it in that way, because we included in the outfit the spars, and the spars were included in the contract.

Q. Did he complete the hull according to the specifications and contract?—A. He has not done it yet.

Q. Have there been any omissions which you have not specified according to the first contract?—A. I think there are two or three. I will enumerate them all, including those which have been specified. Spars, for instance, which were covered by the first contract, we put into the second; ventilating pipes, covered by the first contract, and according to this specification, we put in the second; side-ladders, covered by the first contract, we put into the second; quarter-galleries are in the original contract, but they are not in the second contract. They were omitted altogether. To the best of my recollection, brass canopies are in the first contract only. They will be considered as done under the first: they were considered as outfits. The head-pump was in the first contract. The steering-wheel was to be made by the first contract. The board did not consider the steering-wheel as belonging to the hull, and consequently it was put among the things to be done to complete the ship, and when Mr. McKay was relieved from the work in the second contract to be done by the block-makers, he was relieved from making the steering-wheel. I will say that my impression is that force-pumps were also in the first contract, but I am not so sure about those. Towing-bitts are in the first contract, but by verbal authority of the bureau they were afterward changed into topsail-sheet bitts. That is a mere change; the expense is greater for towing-bitts than topsail-sheet bitts. The contract specifies that the fire-room stanchions shall be three inches in diameter. They were made four inches in diameter, because we found they were not strong enough. That is clearly an addition.

Q. Did he charge you extra for that?—A. O, yes; he wants to be paid extra for that He has a right to charge for that, but I don't understand that he should charge for it, and I will explain why. Coal-scuttles in the deck were to be cut to let the coal down into the coal-bunkers; and I told Mr. McKay that, in consideration of his increasing the size of the stanchions, we would cut the coal-scuttles to balance the account, as we did not want any extra bills. Cutting the coal-scuttles did not cost quite as much as increasing the stanchions.

Q. That was done as an offset?—A. Yes, sir; as an offset. We did not want any extra bills, and intended that as an offset. The advantage was rather in favor of the Government, I think. Nothing else occurs to me of any consequence.

Q. Does Mr. McKay complete the vessel ready for sea?—A. It takes both contracts to do that.

Q. How much do the contracts amount to when the vessel is ready for sea?—A. $173,500; $148,500 being one, and $25,000 the other.

Q. How much work has been done by the Government to assist him in the completion of that vessel?—A. The Government furnished the labor to get out the frame, sawed it out, and molded it, too, to the extent of $7,120.19, and also the galvanizing work—galvanizing the bolts to bolt the frame together. That amounts to less than $100. The Government had this work done, but it will be charged to Mr. McKay. The live-oak furnished by the Government by that contract cost $48,990.39. The second contract with Mr. McKay does not cover the making of the blocks, making the block-stops, nor galvanizing the block-stops. It does not cover any work the block-makers are to do. The chief said that all work that block-makers do, he was to be relieved from. In this navy-yard the block-makers make the steering-wheels. In the Norfolk yard, the joiners make the steering-wheels; and, as this ship was contracted for here and our block-makers make the steering-wheels, he was relieved, as I stated, from making the steering-wheels. Block-makers' work was decided to include all blocks, whether metal or wood. I will furnish the items of labor not covered by either contract.

Statement showing the cost of labor, at Government expense, on the Adams.

Shipwrights', sawyers', joiners', plumbers', and laborers' work on hull, cutting through bulk-heads on coal-scuttles on gun and berth decks; altering iron railing on forecastle-deck; putting in coal-scuttles, air ports in after water-closets; frames for coal-scuttles; putting in mainstay-plates and bolts; cutting and boring holes for automatic pump and ventilator; making scuttle for forecastle-deck for hoisting topmast; cutting ends of mizzen-channel to clear boat-davits; cleaning vessel, &c., &c., &c	$3,688 91
Block-makers', smiths', and painters' labor on blocks	6,368 38
Boat-builders' labor on oars, boat-hooks, and covering oars	189 07
Spar-makers' labor making spare spars	266 90
Ship-keepers' labor; watch on board ship	1,286 20
	11,799 46
Ship-keepers' labor	101 75
Shipwrights and laborers: 1st, docking ship and taking out of dock; changing bilge-cocks from port-side; cutting pump-well for main pump, &c	89 64
	11,990 85

We are at an expense here every day of some $3.61 for ship-keepers to take care of the ship, to keep it from burning up. That labor added, makes $11,779.46 up to the 1st of March.

Q. Could that vessel, in your opinion, have been built for the same amount of money in the Boston yard, provided you had worked the same number of hours?—A. Yes, sir; unquestionably; provided we had worked the same number of hours.

Q. Do you think you would have got a better ship?—A. That is very hard for me to say, for I did not inspect the ship, and did not see her until she was about ready to launch. The qualities of a ship are to be ascertained in the building of the ship; therefore I can't say as to that.

Q. How does the work on the Adams compare with the work done on the Essex, that was built at the Portsmouth navy-yard?—A. Favorably, as far as I can see.

Q. Is it reasonable to suppose that contractors will give the Government as good work as can be done by workmen in the navy-yard, working under the direction of the naval constructor?—A. No, sir; it is not reasonable.

Q. Was all the material furnished by the Government to build the Adams?—A. No, sir.

Q. What did Mr. McKay furnish?—A. He furnished all that the Government did not furnish. I can give you only a general reply to that. To answer it specifically I should have to take up the whole process of building the ship. He furnished everything that the Government did not furnish, as I understand it. He furnished, for instance, all the outside

plank, all the beams, and all the deck-plank; all the copper-fastening, all the iron-fastening and everything of that kind.

Q. Was he not to furnish everything but the live-oak by the first contract?—A. Yes, sir.

Q. Where is Donald McKay's yard situated?—A. Nearly opposite the navy-yard.

Q. Was any portion of the material used in the construction of the Adams worked out in the navy-yard?—A. Yes, sir. I so understand. That was before I came here.

Q. Can you give the committee what it was?—A. Getting out the frame. These orders seem to be the authority for doing that work, but the cost of doing it is to be charged to the contractor.

Q. Will you furnish the committee with a statement of all the work that the Government did on the Adams, and its value, and all the material except the live-oak?—A. I will ascertain that from the books.

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*November* 1, 1873.

"SIR: The commandant of the Portsmouth yard has been requested to send to the yard under your command the molds and bevelings for getting out the frame of the new sloop of war of 640 tons building at that yard, and you will please direct that the frame of the new sloop of war to be built under contract with Mr. McKay be got out by these molds and bevelings.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"Commodore ED. T. NICHOLS, U. S. N., *Commandant.*"

Q. Is it charged and paid for?—A. We have not paid him all the amount in money. We paid him partly in material. We furnished him material and charged it to him.

Q. By whose order?—A. The chief of bureau. When he wanted material we furnished it to him by order, and charged it to him at our book-price. We have a bill against him of $27,918.67 on the first contract, which we charged him just the same as money. This bill will be increased by charging him for sawing out frame. That was for material furnished from our stores. We furnished him all the bolting-copper for bolts and all the sheathing-copper to sheathe her with, by order of the chief.

Q. Was the material used on the Adams and furnished by Government transported to McKay's yard, at East Boston, at his expense?—A. All that has been furnished him since I have been here has been transported at his expense.

Q. Can you tell how it was previous to your coming here?—A. I can, by examining the books, and by information which I can get in the yard. (I have since discovered the live-oak was transported at contractor's expense.)

Q. What has been the expense to the Government, outside of the contracts in building this vessel?—A. Getting out the frame, &c., $7,120.19; cost of live-oak, furnished, $48,990.39; making blocks and oars, ship-keepers, and making alterations, and making spare spars, $11,779.46. There was nothing said about spare spars in the contract. Afterward the chief said the ship should not have any spare spars, but it was too late; we had them made. Of course she will not take them, but the Government has been to that expense. Those torpedo-spars were commenced. It was not much, not more than two hundred dollars. Now we were to furnish the material for Donald McKay on the second contract. His contract was only to do the labor; all the material was to be furnished by the navy-yard, and the amount of that material furnished him by that order up to March 1, 1876, was $10,885.12. That material was delivered to him wherever it happened to be in the yard, and he hauled it over himself. If it was coal, he would go to the coal-pile and get it. If it was timber, he went to the dock and got it.

Q. Why should he have any coal?—A. We were ordered by the bureau to furnish him with coal to do his iron-work. That was a point I was not satisfied about, and I would not give it to him until we got an order from the Department, (I don't know whether it was from the Secretary or the chief,) that that was embraced in the material that was to be furnished. I never thought it should be furnished, and refused to let him have it, and so did the commandant, until we got that interpretation.

Q. Will you furnish that order, and how much coal you furnished him, and its cost?—A. Yes, sir. We furnished him files also. A file used up, you know, is used up forever. By order of the Department we furnished him files, coal, and oil. All those things, of course, we did not think we ought to furnish him until we got the authority to do so. We furnished him blacksmith-tongs by the same order. I thought that perhaps he ought to have the tongs, because the order was to furnish tools, but I did not think that coal was a tool by any means. I should say that a file could not be considered a tool, for this reason: When a ship-carpenter comes into the yard to work, he brings a chest of tools with him, but nobody expects him to bring files. When a blacksmith comes to work, he brings his own hammer and tongs, but he does not bring files, and nobody expects him to do it. I

furnished him, without any hesitation at all, the zinc required to galvanize his iron, just as much as the iron, but I thought it was rather too much for him to ask for coal, oil, and files, and I wanted authority,

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*June* 10, 1875.

"SIR: In relation to the questions of furnishing materials, tools, and facilities to Mr. Donald McKay, required in his agreement to complete the United States sloops Adams and Essex, you will please deliver such articles, tools, &c., as are well known to be required to do the work called for on the vessels when not at the navy-yard, keeping an accurate account of and charging all materials used to the ship, and the tools, &c., to Mr. McKay, taking a receipt for their return, with the value of the same, and a statement from said McKay that if the tools are not returned, the amount shall be deducted from the last payment, which will be due when the vessels are completed. Mr. McKay will have the privilege of pursuing the work required by his agreement on these vessels while they are at East Boston receiving their machinery, and also to do such portions of the work at East Boston as is necessary to advance the work after the vessels are returned to the navy-yard. Please furnish Mr. McKay with a copy of this letter.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston.*"

Statement of the cost of coal, oil, and files, delivered Mr. McKay, for the United States sloop Adams.

12 $\frac{888}{2240}$ tons bituminous coal	$86 48
1½ gallons sperm-oil	2 49
5 gallons lard-oil	4 00
	6 49
9 $\frac{4}{12}$ dozen assorted files	79 64

"U. S. NAVY-YARD, BOSTON,
"*Naval Constructor's Office, April* 12, 1875.

"SIR: In obedience to your order of April 2d, 1875, we convened as a board at navy-yard, Boston, and have estimated the cost of completing the United States sloop Adams, covering labor only, for outfits, stores, masts, spars, &c., comprising all work coming under construction and repair, to fit said vessel for sea, not covered by the contract and specifications of Donald McKay, to build said vessel, and have to report as follows:

"Cost of labor for outfits, including miscellaneous labor for stores, &c	$15,275 00
"Masts and spars, including boat-spars	6,450 00
"Seven boats, including steam-cutter	4,800 00
"Blocks, including sheaving-bitts, chocks, &c	4,000 00
"Tanks	400 00
"Casks	300 00
"Furniture	2,000 00
"Total	33,225 00

Q. How does the work on the Adams compare in all respects with that done in the navy-yard?—A. In many respects it compares favorably; in other respects, it is not so good. I might as well state here that as a general thing the work is well done.

Q. After Donald McKay's first contract was said to have been completed, was she reported completed by the Government inspector in accordance with the contract, before the final payment and reservation-bills were made?—A. The first contract has never yet been reported completed, and he has never had his final payment on the first contract.

Q. Have the reservation-bills been approved?—A. No, sir; no reservation-bills have been paid him, nor has he had his final payment on his first contract. He cannot get any more money until the ship is ready for sea.

Q. Was the question ever raised, to your knowledge, as to whether the contract had been completed in all respects?—A. No, sir; it has not been raised, because nobody ever supposed it had been completed.

Q. Who was the Government inspector on the Adams when she was on the stocks, or up to the time the first contract was closed?—A. Mr. Pook was the inspector when she was on the stocks. I relieved Mr. Pook at this yard, but I. L. Hanscom relieved him as inspector of the Adams, and I relieved Mr. Hanscom a short time before the ship was launched.

Q. Were any bills paid on his first or any subsequent contract for extra work, detentions, or otherwise?—A. Not to my knowledge. I never heard of any bills of that kind.

Q. Was any estimate made of the cost of completing the Adams after the first contract?—A. Yes, sir.

Q. By whom?—A. By a board of naval constructors.

Q. Have you that estimate?—A. Yes, sir.

Q. Did the contractor do what you estimated?—A. No, sir; he did not, because he did not do the blocks. "Blocks, including sheaving-bitts, chocks, &c., $4,000." On the second contract Mr. McKay made the spars, but not the tanks and casks. Neither of those things did he furnish. I have a list in detail, which we made for our own satisfaction and information, of the things which were to be done, and this report to the bureau was made up from that list.

Q. That is what he did?—A. No, sir; we really don't know what he did: but it was our province to estimate what the ship would cost to finish, and we said that it would cost $33,225. Mr. McKay had a contract to finish her for $25,000, but he was not to make the blocks. The board of constructors had considerable controversy as to what was covered by the contract and what not, which we only decided by referring to the letter of the chief, saying that the hull only was intended to be covered by the contract. There is an honest difference of opinion among naval constructors where the hull stops and outfit begins.

Q. By whom was this estimate made, and by whose orders?—A. By the order of the chief of bureau.

Q. How much more, if anything, is paid to Donald McKay to complete the Adams, taking into consideration any work done in the navy-yard, than it could have been done for according to the estimate in the Boston yard?—A. According to our estimate, no more.

Q. How long will it take to complete her?—A. She could be completed ready for sea in a month. I don't know how long he will be.

Q. Can you give a correct statement of what the cost of that vessel will be when she is complete and ready for sea, with the crew on board in commission, and away from the yard?—A. A very close estimate could be made of what it will cost to complete her ready for sea.

Q. Do you know whether there has been any estimate of that kind made?—A. There never has been. We seldom make any such estimate.

Q. You never have been ordered to make any such estimate?—A. We never have.

Q. Was the Adams docked at the Boston yard, and at whose expense?—A. She was docked at the Boston yard the first time at the expense of the Government, but the second time the cost of docking will be charged to Mr. McKay. I was not here at the time. I was away on a board, I think at the Government's expense: because the second contract provides that he shall have the use of the dock.

Q. Was any additional amount paid for launching the Adams?—A. No, sir; not to my knowledge.

Q. Should there have been?—A. There should not have been. I am not aware that anything ever was paid. I think not. I never heard of such a thing before.

Q. Is there nothing of that kind on your books?—A. No, sir; we loaned the contractor articles, however. We loaned him chains, blocks, and other things required in launching the ship, by order of the bureau.

Q. At whose expense was the vessel coppered?—A. Mr. McKay's.

Q. Was he assisted in the work in any way?—A. She was coppered at the expense of Mr. McKay. Whether he received any assistance, I am unable to say, because I was away when she was coppered.

Q. Was that under the first or second contract?—A. That was under the first contract. I was absent at the time on the board of constructors appointed to examine the navy-yards.

Q. Do you know what bills were approved when you were away on that board?—A. I do not, but I do not think there was any. I will ascertain. (I have ascertained that one bill was approved by John L. Hanscom, and one by F. L. Fernald, for $5,000 each, on the Adams, and others on the Essex.

Q. Was Donald McKay furnished with any material from the construction-stores in the Boston yard that was not called for to be furnished by the Government under his first or any subsequent contract?—A. He was furnished and charged with material by order of the chief.

NAVY-YARD, PORTSMOUTH, N. H., *October* 29

Invoice of articles shipped by Theodore D. Wilson, naval constructor, United Ss on board the steam-sloop No. 1, Commander C. C. Carpenter, master, bound yard, Boston, Mass., and consigned to the commandant, all on account and r United States Navy Department.

Fore and main:

34 chain-heads.
34 bottoms of chains.
16 channel-stay heads.
16 bottoms of stays.
16 arms for stays.
4 heads for top-gallant back-stays.
4 bottoms for top-gallant back-stays.

Mizzen:

10 chain-heads.
10 bottoms for chains.
4 channel-stay heads and 4 arms.
4 bottoms for same.
44 ring-bolts for chains and channel-stays.

For main and mizzen:

72 chain-bolts and preventer-bolts.
64 Staples and plates for chains and channel-stays.
44 preventer-plates.
20 knees for channels.

38 double eyebolts.
38 train-tackle eyebolts.
207 Hammock-hooks.
80 port-hooks and 80 eyes for same.
95 ring-bolts for ports and two large stanchions.
43 stanchions, feet for poop and forecastle deck.
22 hatch-rings.
225 rivets for hammock-stanchions.
2 bolts and nuts for bobstay-plates.
1 clasp and two eyes for flying-jib boom.
2 pump-standards, straps and keys.
2 pump-brakes with keys, (complete.)
6 pump-connections.
21 breeching-bolts.
158 eyebolts.
25 ring-bolts.
54 bolts for channel-stay arms for main and mizzen.
Bowsprit, finished.
Jib boom, unfinished.
Jib-boom, flying, unfinished.
Channels, complete.
2 pieces bow-chocks.
Between-deck stanchions, partly done.
Fife-rail, partly done.
Pin-rail, partly done.
52 sections for wardroom and steerage, complete, except putting in banisten packed in boxes.
All cabin sections partially complete.
Plank for cabin and wardroom cornice partly worked.
3,500 B. ft., 1⅜ in bulkhead plank, finished.
3,000 B. ft., 1¼ in bulkhead plank, finished.
250 B. ft., hammock-rail, sheathing boards, finished.
15 pieces gun-cleats, (boards.)
22 oak stanchions, (boards.)
Head and gangway boards.
1 sky-light, finished, except glazing.
1 sky-light, unfinished.
Poles with wardroom, cabin, and steerage section marked.
Plan-boards of wardroom, cabin, and steerage cornice.
4 water-closets.
2 water-closets, bends.
13 port-light linings.
8 sea cock-couplings.

21 port-light drips.
4 sets main-pump boxes.
6 pieces main-pump pipes.
4 bulkhead gates.
1 brass butt.
4 butt-heads.
20 pieces for main pumps.
6 stanchions for sky-lights.
6 corner-pieces for butts.
20 corner-pieces for channels.
8 stanchion-sockets.
2 caps for bitt-heads.
16 pieces for shifting rail.
2 ventilators.
1 force-pump.
2 cast-iron bitts.
1 set forges for pumps.
3 slide-bolts.
2 magazine overflows.
2 deck-pipes.
2 pipe-covers.
2 brass balls.
1 belaying-pin.

T. D. WILSON,
Naval Constructor, United States Navy.

Approved:

A. BRYSON,
Commodore Commanding, United States Navy.

Q. Can you tell whether any was furnished previously to your coming here?—A. I can tell by referring to the books. He was furnished material on his first contract by order of the bureau, and he charged with the cost of it.

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*January* 31, 1874.

"SIR: You are hereby authorized to deliver to Mr. Donald McKay, under approval of the officer supervising the construction of the sloop-of-war building by him under contract with this bureau, such articles of timber, lumber, iron, composition and copper as may be on hand in the yard under your command and can be spared, and as he may require, from time to time, to be used in the construction of that vessel, the cost of such articles to be charged to Mr. McKay, and deducted at Government cost from the payments under his contract. You are also authorized, in case he requires it, to have the bending of the water-ways, plank-sheers, and chocks, and certain galvanizing work for the vessel done, the cost to be charged against his contract in like manner.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"Commodore E. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*"

Q. About when did the Essex arrive at the Boston yard from Portsmouth, N. H.?—A October 31, 1874.

Q. Was there any material received for her that had not been put in place?—A. Yes, sir.

Q. Can you state what it was, with the value of the materials and labor performed on it?—A. I can furnish a statement.

Q. Has the Government had any men employed on the Essex since she arrived at the yard?—A. Yes, sir; ship-keepers. The labor we have performed on the Essex since she came here is as follows: Shipwrights' labor on engine-kelsons, pillow-blocks, boring and cutting hole, block-maker's and smith's labor, making blocks, docking the ship, ship-keeper's labor, &c., $8,352.49.

Q. Has the work of completing the vessel been contracted out; and, if so, to whom?—A. Yes; contracted to Mr. McKay.

By Mr. MILLS:

Q. All that work was done by the Government?—A. Some of this was in process of being done while he was completing her, such as making the blocks, docking the ship, fastening the engine-kelsons, cutting holding down bolts, &c. The other parts, making the blocks and smith's work, we are doing as we have men, while he is going on.

Q. Before this work was contracted out, was any estimate made as to what it woc to finish her in all respects ready for sea?—A. Yes, sir; I produce a copy of that es

Cost of labor to complete the hull, including miscellaneous labor and outfits..	$42,
Masts and spars, including boat-spars	6,
To build seven boats, (those boats are commenced,) including steam-cutter....	3,
Blocks, including sheaving-bitts, chocks, &c	4,
Tanks	
Casks	
To complete furniture	1,
That furniture was commenced also. That is the report which we made to the chief of bureau, the items in the total amounting to	57,

Mr. McKay contracts to do items to the amount, according to our estimate, of $ His contract was for $46,000.

Q. Were the items in the estimate, in your opinion, sufficient to complete the shi The estimate made by the board, $57,799, was to complete the ship.

Q. You have omitted so much for the Government to do; with what you have omi the Government to do, and the work to be performed Mr. McKay, will that compl ship?—A. Yes, sir. Deducting all the doubtful items, that will complete the ship. the Essex came here from Kittery, she was in a very unfinished condition. Tails of were sticking out as if she had been only partly calked.

Q. Did you give the Essex credit for the material on hand in the hold?—A. Yes, part; as we say, for instance, "to complete the furniture."

Q. Who were the board that made this estimate?—A. Mr. Hart, M. Easby, Mr. F Mr. Mintonye, to mention them in the order they appear on the register.

Q. Was all the work to be done to finish the vessel contracted out?—A. No, sir.

Q. What was the value of the work that the Government reserved to do itself?—A. $8,500. That was our estimate of the cost. It may exceed that, for all I know.

Q. What facilities were furnished the contractor in doing the work?—A. All the f that he asked for under his contract, such as furnishing a shop to build his boats in, furnishing the use of the saw-mill to plane his timber when he wanted to plane it, nishing the labor. I think we furnished him one or two fires, if I mistake not, but as eral thing he did all his smith's work over at East Boston. He did not ask us very

Q. In your estimate, you estimated all those things, men for running the tools, facilities of the yard?—A. We estimated our labor. He hired the men for running th In the saw-mills, of course, he didn't pay the firemen, for we were running the m simply gave him a bench, and said to him, "Now send your men and saw it out." the use of our men and steam. It was not much of a job any way.

Q. If the Government had done the entire work at the Boston yard, could you ha it for a less amount than is now to be paid?—A. We could have done it for our es amount, in my judgment, $57,795. We thought it was a liberal estimate.

Q. What quantity of iron, copper, and other material has been shipped from tl within the past two years?—A. I don't think there has been anything but iron and shipped.

Q. By whom and by whose order?—A. We shipped a quantity of iron to John Ro order of the chief of bureau. The quantity I can state from the books. Coppe &c., was shipped to Washington navy-yard, some lead to Kittery.

Q. Do you know of any material that the Government rejected being afterward re —A. No rejected material has been received to my knowledge.

Q. Didn't Mr. McKay in his second contract agree to complete the vessel?—A. to complete her in all respects, except those reservations by the bureau.

Q. Were you ever asked if you would like to go to Japan by any one in the Depa —A. No, sir. I should be very sorry to be asked that question, because it would im they wanted to send me there, and that is the place of all others to which I do not go.

Q. Did you have any talk of sending any constructor to Japan or China?—A. there was a talk about it.

Q. When?—A. Just about the time the new constructors were made. There w new constructors made, and just about that time there was talk of what should with them. I regarded it as nothing but talk. It was said, "Well, we shall have some of the new fellows to China or Japan," and Hichborn was picked out as on youngest men, and as a first-rate man to send there; in talk, I mean. It was noth talk. I heard it from the line-officers. They would say, "You constructors have go there are now so many of you." It was nothing but talk. I did not regard it as a serious at all.

By Mr. BURLEIGH:

Q. Have you examined Mr. McKay's first contract on the Adams?—A. Yes, sir.

Q. Did he agree to furnish the material and labor to build the hull except the live-o

ber for the frame, and to deliver the ship at the navy-yard within nine months in that contract?—A. My recollection agrees with that.

Q. What is meant by "building the hull of a ship," among ship-builders?—A. To build the hull of a ship, among ship-builders, means everything which is not clearly considered as outfits.

Q. Does not the specification belong to and form a part of the first contract with Mr. McKay?—A. Yes, sir; it forms a part of the contract.

Q. Will you give us a sworn copy of that specification?—A. Yes, sir; I will have it made.

Q. Was there any labor or material to build the hull excepted in the contract or specifications?—A. Yes, sir; there was material excepted by the Government, the live-oak frame.

Q. The idea was to build the ship complete. Now, then, state what part of the material he was not to furnish to build the hull?—A. He was not to furnish the live-oak timber.

Q. Was there any other exception of labor or material in the first contract?—A. The live-oak timber is a prominent item, but I should have to look over the contract to see. I do not think there is any other exception than the live-oak timber in this contract.

Q. Are not these words used in the contract: "Nor is the omission in the specification of any detail or object necessary to carry into effect the intent and spirit of this agreement to be to the detriment of the United States"?—A. Yes, sir; that is so.

Q. Did Mr. McKay do all the labor on the ship?—A. No, sir.

Q. Who got out the frame?—A. The Government got the frame out.

Q. At whose expense was it?—A. The Government expense, but it is to be charged to McKay.

Q. Was the frame planed by the Government?—A. Planed and sawed, as I have been informed, but it is to be charged to McKay.

Q. Who lined out by the molds the live-oak frame?—A. That I have not been able to ascertain positively, but I will give it as soon as I can.

Q. Who paid those men who lined out the frame?—A. That I don't know; but I will ascertain. Men molding frame were paid by Government, but the whole is to be charged to Mr. McKay.

Q. Do you know the names of the men?—A. No, sir; all this was done before I came here. I should have to get the information from the clerks, master-workmen, &c.

Q. How much did it cost the Government for labor spent in getting out the frame?—A. Seven thousand one hundred and twenty dollars and nineteen cents; that is what I have been informed it cost the Government to get that frame out, but the cost is to be charged to McKay.

Q. Are not the bowsprit, bowsprit-cap, and placing the same, a part of a contract to build the hull, in the common acceptation of the term?—A. I think it is, in the common acceptation of the term.

Q. Is not the coppering in the specifications in the same manner as other items are in the specifications?—A. Yes, sir.

Q. Who furnished the copper, and at whose expense was the ship docked to copper, and who coppered the ship?—A. The Government furnished the copper. Donald McKay paid for it. It was charged to McKay.

Q. Was the coppering of the ship put in the second contract?—A. No, sir.

Q. Donald McKay paid for the copper under his first contract?—A. Yes, sir. I don't think there is anything about the copper in the second contract.

Q. Do you know that Donald McKay paid for that copper?—A. I know that he is charged with it.

Q. Do you know whether it has been taken out of his bill?—A. It has been deducted from the amount due him by the Government.

Q. And allowed?—A. That has got to be settled yet. It will be allowed.

Q. Is there any dispute in relation to it?—A. No, sir.

Q. At whose expense was the ship docked to copper?—A. My impression is at the Government's expense, though I was not here when she was docked. This expense will be charged to McKay.

Q. What would be the expense of docking that ship in a private dock, according to the usual terms?—A. I am not acquainted with the charges for docking a ship outside. I will ascertain that.

Q. Was the ship recalked in dock all over before coppering her bottom?—A. As I was absent at that time, on a board, I am utterly unable to say.

Q. Is it not stated in the specifications for building the Adams, that, "in the absence of any specification or detail, the vesse s building in the navy-yard by the Government will be the guide in completing the contract-ship?"—A. I don't think that is the exact language. The specification says, "In any omissions of detail, the vessels building in the navy-yard will be the guide."

Q. Does it not say, further, "In completing the contract-ship?"—A. No, sir; that is the end of it.

Q. That is, any omissions of details in the specifications?—A. It says, "In any omissions of detail." Of course it means in the specifications. It does not say so.

Q. Those specifications are attached and belong to the first contract ?—A. Yes, sir.

Q. Do you not understand that it is stated that everything in the first contract with M McKay, and the specifications belonging thereto, is to be done under Mr. McKay's first cor tract ?—A. I think that will be a difficult question to answer. There are a number of thing in the second contract.

Q. I don't want the second contract at all. I want to know what his first contract wa for. Do you understand that first contract as it reads ?—A. Unquestionably.

Q. Everything that is stated in the contract and in the specifications is to be done und thc first contract ?—A. Under that first contract, without orders to the contrary from th bureau. Whatever comes from the bureau is to be done.

Q. You understood that Mr. McKay was to do everything that was in this contract an those specifications ?—A. Yes, sir; and I should have made him do every one of them if I had not had orders from the bureau.

Q. You said to Mr. Jones that the first contract is not completed. Is there not a secon contract with Mr. McKay ?—A. Yes, sir.

Q. Is not some of the work that is in the specifications, and in the first contract, in th second contract ?—A. Yes, sir.

Q. What was the amount of the second contract ?—A. Twenty-five thousand dollars.

Q. Will you give the committee the amount of the work and material embraced in the sec ond contract that you believe was in the first:

Statement showing the estimated value of work required to be done under first contract, som of which is specified in said contract, and others covered by the term, "outfit of hull," ba which has not been done on said contract:

Specified work:	
Quarter-galleries	$2,000 0
Force-pumps were not put in by the contractor on his first contract. Cost labor, $461.50, material, $463.50	925 0
Side ladders	350 0
All ring and eye bolts	1,000 0
Ventilating-pipes	300 0
Steering-wheel	200 0
Canopies and companion-ways	211 0
Not specified, but supposed to be covered in the term "outfits for hull:"	
Hold-fittings	450 0
Capstan	603 0
Hammock-hooks and staples	150 0
Masts and spars are specified but are not considered as "outfits for hull"	10,556 5

Q. What amount of the work embraced in the first contract was put into the second cor tract, in your estimation, regardless of any orders to the contrary from the bureau ?- A. The amount of work and material embraced in the second contract of the Adams, part which is specified in first contract, and other parts seem to be covered by the provisions i said first contract to equip and fit the hull:

Masts and spars	$10,556 5
Side ladders	350 0
Eye-bolts of all kinds	1,000 0
Hammock-hooks	150 0
Hold-fittings	400 0

Q. Is the building of the spars in the specifications belonging to the first contract ?—A Yes, sir.

Q. In building the hull of a ship by contract, does not the ship-builder, according to th custom of ship-builders in the port of Boston, or adjacent ports, build the boats as a part the contract ?—A. I am not acquainted with the custom of ship-builders here as to that.

Q. Is it usual for the Government to contract with outside builders to build the hull an spars of a ship, as far as your knowledge goes ?—A. As far as my knowledge goes, cor tracts have been made with outside builders.

Q. I say usually.—A. I can't say that it is usual, except in emergencies. During th war, you know, we made lots of contracts.

Q. Is not the building of the hull and spars a usual form between merchants and ship builders in this vicinity ?—A. As I said before, I know very little of the custom in thi vicinity; but where I came from the hull and spars are built by the ship-builder.

Q. It is the usual method of making a contract, is it not ?—A. It certainly was.

Q. And that includes all appertaining to the hull and the spars, without anything belong- ing to them—the bare spars ?—A. Certainly: tha t is right.

Q. That is the way you understand it?—A. Yes, sir.

Q. After a contract is fulfilled for building the hull and spars complete, what is left to be done to fit a ship for sea besides the blocks, which includes the iron-strapping of them, the block-makers' work, and the rigging and sails, other than that which belongs to the same?—A. Do you want to know all the things in detail? There are a great many. I will give you my opinion in a word, regardless of the orders of the bureau. Here is a clause at the close of the specifications which says, "All work to be done in a workmanlike manner, and to conform to these specifications: and any omission in the specifications will not relieve the party of the first part of this contract from performing the labor necessary to complete the ship." In the absence of any further instructions from the bureau, I should have insisted upon that ship being completed ready for sea. Since giving this answer, I have observed in the contract that this closing clause is limited to the building and equipping the hull. Therefore anything outside of the hull, and outfits of the hull, will not be covered by this closing clause.

Q. Now, I will ask you this question, and I want you to answer it regardless of instructions from the bureau. After a contract is completed for building the hull and spars complete, what is left to be done besides the blocks, the strapping of them, the block-makers' work, the rigging, and the sails, to fit a ship for sea, other than that which belongs to the same, the provisions and supplies, and bedding for the officers and crew? Did or did not the first contract with Donald McKay, coupled with the specifications, provide for all things necessary for completing the hull and spars of a ship for sea?—A. Yes, certainly; that is, as far as hull and outfits of hull are concerned. The limitation in the contract is certain.

Q. Are not the spars in the specifications with the first contract?—A. Yes, sir.

Q. Are they not in the second?—A. Yes, sir.

Q. Is not the steering-wheel in the specifications with the first contract?—A. Yes, sir.

Q. Was not the steering-wheel included in the second contract?—A. There is no steering-wheel mentioned in the second contract. That goes into the block-makers' work.

Q. At whose expense was the steering-wheel made?—A. The Government's.

Q. And it should have been made under the first contract?—A. Certainly. I differed from my brother constructors in regard to that. I say it ought to have been made under the first contract, unquestionably.

Q. Was not the labor in docking the ship furnished by the Government?—A. I think so. Mr. Sampson, the foreman carpenter, can tell you exactly, as he was in charge of the ship when it was docked. The cost of docking the ship will be charged to McKay.

Q. Will you furnish the amount of the work and material omitted in the first contract and also in the second contract which the Government will have to do in order to fit the ship for sea, or else leave her undone?—A. Yes, sir. The work to be done to fit the ship for sea outside the contracts is as follows:

Sheaving-bitts and sheet-chocks, and all other work usually done by block-makers to hull and spars, including iron block-straps and iron blocks; also all work on tanks and casks, estimated cost $7,068.

In addition to the above, alterations are to be made, the estimated cost of which will be $1,000.

Q. Do the block-makers do the iron-work on the blocks?—A. No, sir.

Q. That does not belong to them?—A. No, sir.

Q. Does not the ruling of the chief of bureau on the second contract exempt Mr. McKay from doing all work properly belonging to the block-makers?—A. Yes, sir.

Q. Did not the chief also, when a controversy arose, exempt Mr. McKay from building the iron-work on the blocks?—A. Yes, sir.

Q. Is not the iron-work on the blocks equal in amount to the blocks themselves?—A. It is probably more.

Q. How much did you estimate for the blocks?—A. $4,000.

Q. That will make $8,000, from which Mr. McKay was exempted on those two items?—A. Not quite $8,000, I think.

Q. Will you give the committee a list of all the items in both the first and second contracts with Mr. McKay, on which there was any question, and the cost of each item, who decided the questions in dispute, and in whose favor they were decided, whether they were in the contract, the specifications, or both, and will you give us that in addition to the amount of work properly belonging to this first contract, and contracted for in the second, and which the Government, notwithstanding what there is in one or both of those contracts will have to do to complete the ship, irrespective of any orders from the bureau?—A. Yes, sir.

List of items in dispute in first and second contracts, with the cost of each, by whom and in whose favor were the questions decided.

"Masts and spars, by the chief, in favor of contractor."

"Oars and boat-hooks, 300, by the chief, in favor of contractor."

Weight of sheathing-copper, by the chief, against the contractor."

Q. Where was the live-oak from East Boston inspected, by whom delivered at the yard, and at whose expense?—A. It was inspected at East Boston.

Q. By whom?—A. The Government timber-inspector, during my absence.

Q. Is it usual for the Government timber-inspectors to inspect timber outside the yard?—A. No, sir.

Q. At whose expense was this timber brought to the yard?—A. I understand at the expense of the contractor, Mr. Swift. It certainly was not at the Government's expense.

By Mr. HARRIS:

Q. I want to call your attention to certain things which I find in the contract and in the specifications. I find in the contract for the Adams these words, "Mr. McKay will provide all the necessary material therefor, except the live-oak timber to be furnished by the Government." That is in the contract. I find in the specifications numerous descriptions of the form to which the live-oak is to be cut and hewed for the frame. I find the words, "Frame of live-oak timber and room." Do you know what that word "room" means?"—A. Certainly.

Q. Following that are numerous descriptions of the sizes to which the live-oak is to be cut. Would you, from the language contained in the contract and specifications, infer that all the work upon live-oak timber was to be done by the contractor?—A. Yes, sir.

Q. Is that your construction of the legal effect of the contract?—A. Yes, sir.

Q. Will you now turn to any correspondence with the Secretary of the Navy or the chief constructor of the bureau which authorized you, as the constructor here, or your predecessor, to get out the live-oak frame to dimensions?—A. This letter seems to be all that we have.

Q. Will you give the date of that letter?—A. The first letter we have on the subject is dated:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*November* 1, 1873.

"The commandant of the Portsmouth yard has been requested to send to the yard under your command the molds and bevelings for getting out the frame of the new sloop of war of 640 tons building at that yard, and you will please direct that the frame of the new sloop-of-war to be built under contract by Mr. McKay be got out under those molds and bevelings."

Q. Does that letter indicate to you that any work in getting out the frame by those molds and bevelings was to be done at Government expense?—A. No, sir.

Q. What is your next communication?—A. The next letter is January 30, 1874.

"SIR: Please have the frame of live-oak for the 640-ton vessel contructed for by Mr. McKay delivered to him without delay, keeping those men employed for that purpose at work without suspension."

Perhaps I had better state how this letter came about. As I am informed, an order came for the suspension of men about this time, January 30, 1874, and Mr. Pook wrote to the chief of bureau, and told him that if he suspended the men according to order, he would have to stop work upon the frame of Mr. McKay's vessel. In answer to that, he received this letter. That looks as though it was authorizing the men to be employed to deliver the frame. It says, "Please have the frame delivered to him without delay, keeping those men employed for that purpose at work without suspension."

Q. Do you understand that that is an instruction that you are to deliver the frame worked to the molds?—A. No, sir. The first letter is dated November 1, 1873. This is dated in January. Of course I never should have put any work on it. I would have delivered it to him.

Q. With those two letters, should you consider yourself authorized to do any work upon the timber?—A. No, sir; I should never have done it.

Q. Do you understand that under those two letters, or either of them, work on that live-oak frame was done in the navy-yard at the Government expense?—A. I understand that work on the live-oak frame was done at Government expense, but whether those letters were considered the authority for doing it, I am not prepared to say. The expense incurred will be charged to McKay.

Q. Now, will you look again and see whether there is not another letter in which the chief constructor speaks of the construction of the contract, in which he says that it was intended that the Government should get out the frame? Have you not already read such a letter today?—A. I do not think so, sir.

Q. Are those all the letters bearing upon that subject that you have?—A. All that I have been able to find up to this time.

Q. I understand you to say that the expense of getting out that frame, as shown by your books, was about $7,120.19?—A. Yes, sir.

Q. In your view of it, construing the contract properly, that was equivalent to a gratuity to Mr. McKay of that amount?—A. I am informed that the cost is to be charged to Mr. McKay.

Q. Now, passing from that subject, I find in the specification, on page 33, specific men

ion of the quarter-galleries, in these words, "Quarter-galleries, rims of white oak, to be fitted with bath-tubs and water-closets, to conform to the plan." You understand that that work was omitted?—A. Yes, sir, it was.

Q. Has it ever been done under the contracts?—A. No, sir; it was omitted entirely.

Q. By what authority was that work omitted?—A. By authority of the letter from the chief of bureau, February 25, 1875.

Q. Will you read that portion of it which relates to the quarter-galleries?—A. "With regard to the quarter-galleries, as these were to be omitted in sister ships then under construction, it was thought advisable to dispense with them in Mr. McKay's vessel, which he was directed to do, making some slight changes in the cabin consequent thereon."

Q. What in your judgment was the saving to Mr. McKay by that order?—A. On a rough calculation the saving to Mr. McKay was from $2,000 to $2,500. I should say about $2,000.

Q. Whether or not any change was ordered by the chief constructor which compensated for that deduction to your knowledge?—A. No, sir; no change was ordered to compensate for that.

Q. Would you consider that another gratuity to the contractor of $2,000 or more?—A. I should be constrained to do so, unless the chief should say that Mr. McKay should, according to the contract, make allowance in his bill for this omission.

Q. Passing now to page 34 of the specifications, I find this language: "Pumps of composition, diameter of chamber 9 inches, and force-pump to be fitted to work on berth and gun decks. The pipes for the head channel, to fit pumps, will be laid inside to cocks through bottom below the water-line, and the holes for those pipes will be cut in the joints of frame, and not in the room or space between the frame." Do I understand you that by any authority received from the construction department, Mr. McKay was released from compliance with that clause under his first contract?—A. He was released from compliance with part of it. By the first contract he was required to fit the bilge-pumps, those pumps 9 inches in diameter. My impression is that he was released, by verbal order, from the force-pumps. (I have since received a letter showing it.)

Q. Have you any letter showing that?—A. O, no, not on that specific subject; but the force-pumps, I think, were considered by this board as part of the work. That is my impression.

Q. What would be the advantage or gain to Mr. McKay, in your judgment, in round numbers, by his release from compliance with this provision?—A. I don't think he was released from anything except the force-pumps. If he was released from those, his advantage would be about a thousand dollars. Those force-pumps were five in number, and were worth about $200 a piece.

Q. It is your impression that he did not put them in under his first contract?—A. That is my impression.

Q. And that he was released from it by order of the Department?—A. Not in so many words. There is a verbal alteration to that which I will explain. When Mr. McKay went on with his second contract, we were to furnish the material. I asked the chief whether he understood that we were to furnish the material to McKay to make his force-pumps, or whether we were to consider the force-pumps as material and furnish them already made. He said as long as we had them made he might have them.

Q. How much did Mr. McKay get by that?—A. I think they were worth about a thousand dollars.

Q. That is another gratuity of $1,000, is it?—A. I don't know about that.

Q. Well, it is an advantage to him to the extent of a thousand dollars?—A. It is an advantage to him of from $800 to $1,000. That instruction to furnish him with force-pumps already made, instead of furnishing him the material to make them, is certainly an advantage to him of from $800 to $1,000. If material alone is furnished, it would be $400 to $500.

Q. But under this contract was he to provide the material?—A. Yes, sir; I consider that he was under obligation to furnish all the material except the live-oak.

Q. He did not furnish these pumps at all?—A. He furnished the composition pumps, the 9-inch main-pumps.

Q. Would you say that a thousand dollars would be all the advantage that he would derive from that?—A. Well, from $800 to $1,000; or, if material is found, $400 to $500.

Q. Did he make compensation for that by furnishing anything else?—A. No, sir.

Q. I find on page 35 of the specifications, under the head of "ladders and gratings," the following: "There will be sea-steps and side-ladders on each side of the vessel, fitted with galvanized iron stanchions and hand-rails." Did he furnish them under his first contract?—A. No sir, not the side-ladders; possibly he did the sea-steps.

Q. By whose authority were they omitted, and if you have that authority in writing will you produce it?—A. I have no authority in writing. They were considered by this same board as part of outfits, not covered by the contract covering the hull; consequently they went into the second contract.

Q. Did your board construe anything named specifically in the specifications of the first contract, as not coming within the contract?—A. Yes, sir.

Q. Did you do it of your own motion or by authority?—A. We did it under the construction put upon the contract by the chief of bureau, saying that the contract covered the hull only.

Q. Will you read that part of the letter which you say applied to this matter of the ladders?—A. That part of the letter says: "Referring to your letter of the 23d instant, No. 39, with inclosures, relative to the spars, &c., for the sloop built under contract with Donald McKay, it was not contemplated by the original advertisement for this vessel that the contractor should furnish either the spars or boats, and the building instructions which accompanied the contract were intended to refer to the hull only."

Q. Now, Mr. Easby, referring to those very building directions, you found these ladders named?—A. Yes, sir; these side-ladders.

Q. Did you agree with your associates on that board that the ladders were exempted by authority of that letter?—A. I did not. There is where I disagreed with my associates. I said that the side-ladders belonged to the hull. They said they did not; they belonged to outfits.

Q. Do you think you had any right, by the authority of that letter, to omit things which were specifically mentioned in the building directions?—A. If in our judgment they did not belong to the hull. It was simply a question whether they belonged to the hull or not.

Q. Then we have, first, Mr. Hanscom's construction of what he conceived to be the proper intarpretation of the contract; and then we have, second, the board's construction of the effect of Hanscom's letter.

A. Of what constitutes the hull; the disagreement in that matter came on that letter. I said that the side-ladders belonged to the hull; the other contractors said they did not belong to the hull, they belonged to outfit. I should have obliged him to furnish them

Q. Do you find anything in this letter authorizing the omission of anything that is in the contract and specifications?—A. Yes, sir, of course. It says it refers to the hull only. Th spars are referred to directly by the chiefs, and I find the spars specified in the specification. The chief says, therefore, in so many words: "The spars do not belong to the hull: an notwithstanding they are in the specifications, Mr. McKay shall not be required to furnish them." Now, then, we have this letter with the word "hull" underlined, and we are to determine, being led off by the chief, what does belong to the hull, and what not.

Q. So that, the chief having said that the spars, which are mentioned in the building directio ns, do not belong to the hull, you applied the same rule, and said the ladders did not belong to the hull?—A. Yes, sir; that is, a majority of the board did.

Q. To that extent, then, so far as this particular item goes, and so far as the spars go, the specific provisions in the contract and specifications were, by the authority of Mr. Hanscom, in that letter, ignored?—A. Yes, sir. As I said, in the absence of this letter, or any other authority from the chief, the specification covers the whole ship; that is, hull and outfits of hull.

Q. What, in your judgment, was the saving to Mr. McKay by those side-ladders?—A. $350, I think.

Q. I find on page 37, under the head of "ventilating-pipes," the following: "There shall be a ventilating-pipe leading from the aft end of the shaft-alley to the poop-deck; also forward there shall be a ventilating-pipe leading from the fore end of the berth-deck to the topgallant ferecastle." Were those put in?—A. No, sir.

Q. By whose authority were they omitted from the first contract?—A. Under the same construction of the hull.

Q. What, in your judgment, was the saving to the contractor by the rejection of that clause?—A. Probably about $200.

Q. Was there any compensation made for that omission?—A. No, sir.

Q. I find on the same page the following concerning the steering-wheel: "steering-wheel of locust and mahogany; the spindle to be of copper and composition." Was that put in?—A. That was not put in on his first contract.

Q. And rejected on this same letter?—A. Yes, sir; I made the same remark about that that I did about the side-ladders.

Q. What was the saving to him under that omission?—A. About $200.

Q. Was there any compensation for that omission?—A. No, sir.

Q. Now we come to the "masts and spars," on page 38, and the following is the language: "Masts and spars to be bark-rigged, the spars of the material usual in naval vessels, to be properly fitted with iron-work; all iron-work to be galvanized; all to conform to the plans." Those under your construction, and under the district authority of that letter, were treated as not found in this contract?—A. They were distinctly set forth.

Q. What was the saving to the contractor by that construction?—A. According to our estimate of the cost of them, $6,450. I think this included labor only.

Q. Was there any compensation allowed by him to the Government for that release?—A. No, sir.

Q. Now, I understand you that, in your view of it, nothing being said about boats either in the contract or the specifications, without reference to any specific instructions from the Department, you would have holden that he was bound to furnish all the boats required by that vessel?—A. Yes, sir, I should, by that last clause of the contract. I could not have got out of it.

(Since this answer was given I have examined the contract and think the last clause

referred to was modified by the words "hull and outfits of hull," and therefore did not cover boats.)

Q. Now, then, Mr. McKay, according to your understanding of the fair construction of this contract, gained in the fulfillment of this first contract the aggregate of the sums of these several reservations which I have mentioned, amounting to some $15,000, more or less?—A. I should think so. Under this sweeping clause at the close I should have held that the contract covered the whole thing, qualified, as I have said before, by the words "hull and outfits of hull."

Q. Do you know of any particular authority which the naval constructor at Washington has to vary or change a written contract?—A. No, sir; I know of no such power.

Q. Would you say that the change of such a contract, whereby a large advantage was given to the contractor, would be proper without making provision for equivalents or deductions?—A. As far as I know, it would not be proper. I think the law is quite explicit on that subject.

Q. Whatever was omitted on the authority of the chief naval constructor has had to be provided either by the Government itself or through a second contract with Mr. McKay, with the exception of those few things which were omitted altogether, has it not?—A. Yes, sir; whatever has been omitted is either to be furnished by the Government or by Mr. McKay, certainly.

Q. Have the quarter-galleries been supplied under the second contract?—A. No, sir; they were omitted altogether.

Q. Were the pump of which you spoke supplied under the second contract?—A. Yes, sir.

Q. At what expense, or what estimate of probable expense?—A. At an expense of from $500 to $1,000.

Q. Have the ladders been supplied under the second contract?—A. Yes, sir; I estimated that they were worth $350. I don't know what they cost him.

Q. Do you understand that the ventilating-pipes have also been supplied under the second contract?—A. They have not.

Q. Are they to be supplied by him, or the Government?—A. They are to be supplied by him; I am not sure whether under the first or second contract. That is a point in dispute. They are to be covered by one or the other.

Q. You understand that the steering-wheel has not been provided for in the second contract, but that the Government are to put it in under the head of blocks?—A. Yes, sir it is already made.

Q. You understand that the masts and spars have been provided for in the second contract?—A. Yes, sir.

Q. You understand that the boats have not been, and are not to be?—A. O, yes; they are in the second contract.

Q. Is that steam-cutter to be supplied under the second contract?—A. Yes, sir; that is built by McKay under the second contract.

Q. Since Mr. McKay entered into the second contract of $25,000, has he been released by authority of the Department from the execution of any of the things specified to be done by him?—A. I cannot call to mind any such release, except that we furnished the pumps complete instead of giving him the rough material to make the pumps.

Q. Mr. McKay made a contract, under date of April 7, 1875, it appears, to do some work to finish the steamer Essex, "in all respects ready for sea service," and he agreed to "furnish all the labor of every description required to be done under this bureau for completing the Essex, embracing therein the labor necessary to complete the hull and outfits, including miscellaneous labor for stores, &c.; also the labor required in making the masts and spars (including boat-spars) and in completing the furniture; it being understood that the work to be done by you is to be in accordance with the plans of the vessel now in the Boston navy-yard, and that sheaving of bitts and sheet-chocks, and all other work usually done by block-makers to hull and spars, is to be done by the Government as required, and at its expense; also, that all work on tanks and casks for the vessel, except transporting and stowing same, and all work on boats on the Essex, is in like manner to be done by the Government. But taking the boats for both vessels from the boat-house alongside, hoisting them on board, and properly stowing them, is to be done by you; also, hoisting on board and setting bowsprit and lower masts." Now, I will ask you whether or not Mr. McKay has been released from any portion of the work provided by that contract?—A. It does not occur to me that he has, except in this: that he has been released from furnishing the labor necessary to complete the pumps, say $500.

Q. Is there anything under the contract for the Essex which he has been released from except the labor on the pumps, which you now call to mind?—A. Other than that, I cannot think of anything just now.

Q. Would you say that the labor on the pumps for each vessel was $500?—A. Yes, sir; I should think it would be about that.

Q. Has there been any compensation allowed the Government or any deduction made on account of that release?—A. No, sir.

Q Are there to be any deductions made in the ultimate settlement?—A. That is more than I can tell.

Q. Ought there to be?—A. certainly.

Q. As far as you know, is it the purpose of the Government to claim deductions on those omissions?—A. I have no knowledge on that subject.

Q. Would you say that any settlement that did not take into consideration those things would be proper?—A. I should say that it would not be proper; and I might further say that if the settlement took into consideration the deductions, it should also take into consideration some little additional expense which he has incurred over and above his responsibility.

Q. If it was left to you to settle with him, would you settle without making proper allowances for additional work, and deductions for those things which have been omitted?—A. If it was left to me to settle it, apart from orders from the bureau, I should certainly require Mr. McKay to make allowances for things which have been omitted and allow him for things which he has had to put in which have cost him additional expense.

Q. Have you any knowledge which leads you to believe that it is not the intention of the chief of the Bureau of Construction to demand those deductions?—A. I have no knowledge on the subject one way or the other. We hold in reserve the last payment. A settlement will take place as soon as the vessels are completed, as the chief of bureau may direct. There is due Mr. McKay about $5,000 on the Essex, which will cover about all that is to be done; but there is about $19,000 due on the Adams, part being due on his first contract.

Q. What other omissions from his contract on the Essex have been made?—A. As I said before, I cannot think of anything just now; but as I had forgotten the pumps, I may think of something else by to-morrow morning.

Q. In every instance where an omission has been made, will you estimate the value?—A. Yes, sir.

List of articles omitted by the contractor on the Essex, and their estimated value.

Labor to make the pumps	$500 00
Labor to make the oars and boat-hooks	300 00

By the CHAIRMAN:

Q. Has the steam-cutter been supplied to the Essex?—A. No, sir; Mr. McKay has nothing to do with the boats of the Essex. I understand they are not building a steam-cutter for the Essex.

By Mr. HARRIS:

Q. "And that sheaving the bitts and sheet-chocks and all other work usually done by block-makers to hull and spars is to be done by the Government as required, and at its expense; also, that all work on tanks and casks for either vessel, except transporting and stowing same, is to be done by the Government." Now, the tanks and casks for both vessels are mentioned there. Were not the tanks and casks to be supplied to the Adams under the first contract by Mr. McKay?—A. I think they were not in that contract.

Q. In the absence of any detail in the specifications, would they not come properly under the first contract?—A. No; because they are not part of the hull or outfits of hull.

Q. Would the hull be complete, ready for sea, without tanks, any more than without spars?—A. This covers the whole ground, tanks and all. In other words, I construe this clause to mean this, that everything that Construction Department does to war-ships in the navy-yard shall be done by Mr. McKay; that is all covered by hull and outfits of hull.

Q. And that includes casks and tanks?—A. No. The clause I refer to is the following: "All work to be done in a complete and workmanlike manner and to conform to the plans and specifications, and any omission in the specifications will not relieve the party of the first part from furnishing the labor necessary to complete it. In any omission of detail the vessels building in the navy-yard will be the guide."

Q. How much would those tanks and casks cost?—A. We put the tanks at $100 and the casks at $300.

Q. How many tanks were there to be?—A. Four.

Q. Has any compensation ever been made for them?—A. No, sir; Mr. McKay understood the matter quite well, because he told me several times, "I have stepped into construction shoes." "All right." "Whatever construction does, I do." "All right again." Therefore, as whatever construction does is required by that last clause, whatever construction does in building a ship, the contractor is to do, (so far as relates to hull and outfits of hull.)

Q. Now, I want you to turn to your records and show the several payments made on account of the Adams under either contract.—A. I can show the several payments in detail by referring to the books; but I can give you what I have here and you can see if that will answer your purpose.

"Mr. McKay to the United States Government, Dr.

'To cash paid on first contract	$105,555 00
'To material paid on first contract	27,918 67"

Q. Does that include the copper?—A. Yes, sir.

Q. Does it include everything furnished for that vessel?—A. Yes, sir; everything we were directed by the chief of bureau to furnish him, and charge him with. Now we have "smiths', iron-platers', and brass-founders' labor," which we did at Mr. McKay's request for him as being more convenient, and which we charged to him, amounting to $481.70. Total payments on the first contract, $133,955.37. His contract was for $148,500. The balance due on the first contract is $14,545.63. We have paid him on the second contract, cash, $20,000.

By Mr. MILLS:

Q. Have you given the Government credit for the labor performed in getting out that live-oak and molding that frame?—A. We have charged that as labor furnished by the Government.

By Mr. HARRIS:

Q. Not to Mr. McKay?—A. O, no, indeed; that labor was performed by the Government, as I understand, without any charge to Mr. McKay.

Q. That $7,120, for getting out the frame, was not charged in that account against Mr. McKay?—A. No, sir; but it is by direction of the chief to be charged.

Q. Nor are the spars nor the other items which we have spoken about?—A. No, sir; he had nothing to do with the spars.

Q. In your judgment, should they be charged to Mr. McKay?—A. This work for getting out the frame should be, if he wanted us to do it; but, probably, if he found he had got to pay for it, he would not have got us to do it at a cost of $7,000. He would have got it out cheaper.

Q. Nothing is charged to Mr. McKay but the amount of money you have named, the material furnished, and some little labor?—A. That is all.

Q. Now, then, under the second contract, you have paid Mr. McKay $20,000?—A. Yes, sir.

Q. Leaving a balance of about $5,000 on his contract?—A. Yes, sir.

Q. That balance of about $19,000 will pay all that is due him on the Adams when he has completed his contract?—A. Yes, sir; a deduction has now to be made for work done in sawing out frames, &c.

Q. How much more do you imagine it is going to cost to fit the Adams for sea after Mr. McKay's contract is fully completed, according to instructions from the Department?—A. It depends entirely upon what amount of work we do on the Adams. We can let her go as Mr. McKay finishes her, and it would cost nothing.

By Mr. BURLEIGH:

Q. How much more, as you fit vessels for use, would you have to spend on her?—A. As I fit vessels for sea, I should have to spend three or four thousand dollars. There is where the contract system is a very bad system. The contract system allows no improvements. We improve on our vessels continually.

Q. Don't you know that in the absence of any detail, the vessels built in the yard are to be the guide?—A. Yes, sir.

Q. Would not that cover it?—A. No, sir; because a vessel built in the yard this year will not be a guide for a vessel built in the yard next year. We are improving on the outfits constantly.

Q. Would you put more fittings on this ship than on the Vandalia?—A. Not at all.

Q. Then, does not that cover the whole question?—A. The Vandalia is a different class of vessel. We could not make him put the fittings on the Adams that we put on the Vandalia, because it is a different class of vessel. The Wachusett is more in accordance with his class of vessel. I could put several thousand dollars more on the Adams, and would like to do it, if I had a chance, after he gets through with all that can be required of him under his contract.

Q. Then you would put several thousand dollars more on her, to suit your views?—A. Yes, sir; to suit my views. I do not want to be debarred from improvements because of contract-work.

By Mr. HARRIS:

Q. Now, will you state what has been paid on the Essex?—A. On the Essex we have paid Mr. McKay $41,000 in money, and we have paid him in ship-smith's labor, which he wanted us to do for him, $23.04, making $41,023.04; and the balance due to complete his contract is $4,976.96.

By Mr. BURLEIGH:

Q. Is that sufficient to complete her?—A. O, yes, sir; and more too.

Q. In construction, do you step the masts?—A. Yes, sir.

Q. Do you make and put the tops on?—A. We make the tops. We don't put them on. Sometimes we put them on and sometimes we don't. There is a different style in different yards.

Q. Did he make the tops?—A. Yes, sir; we step the masts always; but in some yards equipment puts the tops and trestle-trees on, and in some navy-yards, construction.

Q. The trestle-trees are put on before the masts are stepped?—A. Not always.

By the CHAIRMAN:

Q. I see here that by the contract with Mr. McKay for the completion of the Essex he binds himself "that he will furnish all the labor required to be done under this bureau for completing the Essex, embracing therein the labor necessary to complete the hull and outfits." Have the hull and outfits been completed?—A. No, sir.

Q. How much do they lack of it?—A. They lack in labor about a thousand dollars.

Q. Why should not that first contract have been finished before this time? It was given three years ago, and it was to be completed in nine months.—A. I don't know of any reason except hearsay reasons.

Q. What hearsay reasons?—A. That he cannot get his money, and is not in any hurry to finish the ship; that he gets his bills through, but does not get his money; he gets his bills through this navy-yard and there he stops.

By Mr. BURLEIGH:

Q. Has Mr. McKay received all the money he is entitled to on both contracts by their terms?—A. Yes, sir; all he is entitled to, as far as making out his bills is concerned, of course.

By the CHAIRMAN:

Q. Do you know whether Mr. McKay has been relieved from the performance of any work on the hull and outfits of the Essex?—A. I cannot call to mind any other than what I have already stated.

Q. Do you know whether there was any advertisement for the completion of these two vessels, the Adams and Essex?—A. No, sir; I never heard of any.

Q. Were you ever called upon by Mr. Hanscom to have any inspection of those boats made before he paid Mr. McKay? Would it not have been proper for you, as inspector, to have reported the progress of those vessels?—A. No, sir; no further than signing his certificate. Signing the certificate is a report that such work was done. I make a report once a month of the condition of all vessels, and in that report the Adams and Essex are mentioned with other ships.

Q. Were you here when the Vandalia was built?—A. I was here just when she was about ready to be launched.

Q. Do you know whether there was any labor charged to the Vandalia that was not put on her?—A. No, sir; I cannot say that I do. I launched the ship.

Q. When did you come here to report for duty?—A. September 26, 1874.

Q. Were you here during the months of October and November, 1874?—A. Yes, sir.

Q. What was the extra amount of labor that was brought into the yard during the months of October and November charged to?—A. It was charged to the labor to which it was applied. Part of it was piling up live-oak timber and other timber and plank; breaking up the old ship Virginia, which had been commenced; working on the Vandalia, on which we were then engaged; and perhaps some other work which is not in my mind just now.

Q. You don't know whether any of that work was charged to the Vandalia?—A. O, yes; some of it was. We didn't charge any to the Vandalia that was not performed on the Vandalia.

Q. Some of that labor was put to work on the Vandalia?—A. Yes, sir; I think likely it was. There were ship-carpenters at work on the Vandalia at that time, to the best of my recollection. We had launched the ship and continued to work on her.

Q. Do you know anything about the building of the Intrepid here?—A. Nothing personally; she was launched before I came here.

Q. Who superintended the building of that vessel?—A. Mr. Pook built her.

Q. Will your books show anything about the building of that vessel, the accounts, &c?—A. I suppose so.

Q. You are acquainted with that vessel?—A. I have seen her; that is about all. I saw her launched. I was on business here from the chief of bureau the day she was launched.

Q. How would she compare with the Adams and Essex and vessels of that class?—A. She was a different style altogether. You could hardly draw a comparison between the two.

Q. Larger or smaller?—A. I am not sufficiently acquainted with her dimensions to say. She was a different style of vessel altogether, being a torpedo-boat, and these are cruising vessels.

Q. What amount would you think would have been necessary to have built that boat?—A. I cannot say off-hand. She is an iron boat, and to estimate the proportion of labor I should have to get her dimensions and specifications.

Q. Would you think that $247,000 was an extraordinary charge for the labor on her?—A. At a rough guess, and considering what the labor on our ships costs, I would not say that it was.

Q. The labor on the Adams and Essex is nothing like that?—A. The Adams and Essex

are smaller, I think; but, as I said before, this is the roughest kind of an estimate on my part. She could not be compared, as to her cost, with the Adams or Essex. She could be more properly compared with some of our monitors built during the war.

Q. Do you know how much live-oak timber you have here on the yard?—A. Yes, sir. I have the amount of live-oak timber we had on hand in September; but we have received some since.

Q. Can you tell me how much of that live-oak timber is in the wet dock?—A. No, sir; I can only guess at it. It is, comparatively, a small quantity.

Q. What is the capacity of that dock? Will it hold more than there is in it?—A. A great deal more.

Q. Why is it not put into the dock?—A. Because we have not the labor to do it.

Q. Do you think it is proper for the Government to buy live-oak when they have not the men properly to stow it?—A. I think both wants ought to be provided for at once.

Q. Is not that live-oak likely to go to waste?—A. It is deteriorating.

Q. It is not under cover?—A. Some is and some not.

Q. Was this live-oak required by requisitions from your bureau?—A. No, sir.

Q. How did it get here?—A. It came by an order from the chief of bureau to the commandant, directing him to receive such a quantity of live-oak.

Q. Did the chief of bureau negotiate for the price?—A. He sent us the price that we should make out the bills for. I speak of the live-oak that has been received since I have been here.

Q. What is your idea about the prices paid for timber at this yard; are they high or not?—A. They are very high, I am sorry to say.

Q. Most of the timber you receive here is by orders from Washington, from the Bureau of Construction?—A. I cannot say that, except with regard to the live-oak.

Q. Most of your live-oak is received by orders from Washington?—A. Yes, sir; the contracts are made in Washington for live-oak, as far as I know, altogether, and we receive it according to the price sent us from the bureau.

Q. You make no requisitions here for it?—A. No, sir.

Q. What do you give for live-oak? Have you got the prices?—A. No, sir; I have not got them here. When I spoke of high prices I referred particularly to white oak.

By Mr. BURLEIGH:

Q. Is your white oak bought at what you consider very high prices?—A. Yes, sir; it is high-priced timber.

Q. Considering the market-rate?—A. I don't know the market-rate in Boston.

Q. Is there not a market-rate in Boston?—A. Yes, sir; but I have no occasion to ascertain it.

Q. Then why do you say it is very high?—A. As compared with other places.

Q. Such as what?—A. Such as Norfolk.

Q. How much is the difference?—A. We have a yearly contract now for 50 cents a cubic foot for timber delivered here. I am not sure what it is in Norfolk at this time, but I judge about 30 cents.

Q. Do you think that 20 cents a cubic foot is more than the freight?—A. O, yes; but that is a contract given to the lowest bidder.

By Mr. MILLS:

Q. Do you know that?—A. I know 50 cents is the contract-price, but I don't know about the price at Norfolk.

Q. Do you know that the contract was given to the lowest bidder?—A. O, yes; I know that the chief of bureau so stated. We have an open-purchase contract that tops that, however, considerably; and that was what I had in my mind when I spoke of the high price.

Q. What is that?—A. Ninety cents a cubic foot.

Q. What sort of timber?—A. White oak.

Q. How large timber?—A. From 12 to 16 inches square, and running up, I suppose, from 30 to 45 feet long.

Q. Is the quality of the timber the same as that furnished by the yearly-contract man?—A. Yes, sir; about such as this other man furnishes for 50 cents a cubic foot.

Q. Who is the yearly-contract man?—A. That is McCullough, who lives at Norfolk.

Q. Who furnished this timber at 90 cents?—A. Mr. Trickey.

Q. Is not Mr. Trickey's timber better than McCullough's?—A. No, sir. There is no better timber than that which comes from Norfolk. Mr. Trickey's timber looks like very good timber. I have no objection to the timber. This contract with Mr. McCullough is a yearly contract. I had an order to prepare timber for the Miantonomoh, to bend from her rail to her keel, and I made an open-purchase requisition. I had not sufficient quantity of timber in the yard there, and made an open-purchase requisition for that timber, and it was sent here. The price was fixed while I was away, and when I got back I found the timber had been received, or about 7,000 feet had been received. There were 8,000 feet in all, and I would not have known anything about it except that there was another bill came in for the

additional 1,000 feet. Of course, when a thing is done, I have no control over the price. That timber was received at 90 cents a cubic foot. I asked Mr. Patee how they came to buy this timber at 90 cents. He said, "I guess that is all right, for the paymaster advertised for this timber and put on his bill, 'lowest bid.'" The presumption is that 90 cents was the lowest bid; but still, that "lowest bid" is a very high price. I have got to pay Mr. Trickey for nearly 1,000 feet of that yet.

Q. Could you ascertain the price at which you could buy that same kind of timber at open purchase?—A. Yes, sir; I had estimated that at 75 cents.

Q. Did you know you could get it for that?—A. As near as I could find out, I could. When I make an estimate for timber, or anything else, I send around and find out what I can get it for, and put that upon my estimate; but when the requisition comes back approved and goes to the paymaster, he advertises for the timber, and if the lowest bid he gets is 90 cents he takes it, whether it is over my estimate or not.

By the CHAIRMAN:

Q. How much timber has Mr. Trickey delivered to you for the last two or three years?—A. I can give you a statement of that.

Q. Will you furnish the amount of timber delivered during the last three years, the kinds and quality, by whom delivered, at what price, and whether by open purchase, by advertisement, or annual lettings?

Amount of material received in construction department, navy-yard, Boston, on contracts, open-purchase requisitions emanating from naval constructors, and Department orders from July 1, 1873, to March 1, 1876.

Date.	Yearly schedule contracts.	Open-purchase requisitions emanating from construction department.	Department orders.
1873-'74	$102,572 41	$135,928 72	$134,293 11
1874-'75	26,050 75	19,210 51	253,931 76
1875-'76	24,766 59	15,782 89	188,178 53
Total	153,389 75	170,922 12	576,403 40

NOTE.—August 22, 1873, there was received on contract by order of the Department $11,777.50 of plate-iron. October 4, 1873, there was received on contract by order of the Department two wrought-iron brackets, amounting to $2,629.50.

Q. What about your pine timber; about how high will your purchases average?—A. I have not had occasion to examine that. I have not required any.

Q. Who delivers your pine?—A. I think the last lot was delivered by Trickey & Jewett.

Q. Do you know of any property on the yard belonging to any other owner than the Government of the United States?—A. Yes, sir.

Q. State what that is and to whom it belongs.—A. There is a lot of stuff on the yard belonging to different parties rejected. There are 125 white-oak knees, the property of Mr. Trickey. Seventeen were rejected October 25, 1873; 29 rejected October 22, 1874; and 79 rejected November 20, 1874. There are 133 white-oak knees, the property of Mr. Keany, rejected because I had no orders to receive them. They have never been inspected at all, and I don't know anything about them. Eighteen hickory butts, the property of J. Trickey, rejected April 26, 1873. Five hickory spars, the property of J. Trickey, rejected April, 1873. Five thousand feet 3-inch boards, white-pine plank, the property of Mr. Durgee, rejected December 18, 1873. That is a recent delivery. We rejected them and he has not taken them out of the yard yet. Two hundred sticks of live-oak, the property of W. C. N. Swift, rejected at various times since 1872.

By Mr. BURLEIGH:

Q. Is that property cared for?—A. No, sir; it is rejected stuff—good for nothing. It does not belong to the Government. I have been trying to get him to take it out for months, as well as others. Twenty-six spruce spars, the property of S. S. McCullough, rejected February 14, 1876. One thousand feet ash, the property of Southard & Co., New York, rejected February, 1876. I think they will take that out, because they have just removed some other rejected timber. Two sticks white timber, the property of Mr. Trickey, rejected March 6, 1876. Sixty-six sticks white-oak timber, the property of S. S. McCullough, rejected March 18, 1876. Those were rejected a few days ago, and, of course, he has not had time to remove them. That is the amount of rejected material on the yard not belonging to the United States.

Q. Why is it, when property is rejected, that it is permitted to lie here for years?—A. It is because the contractors will not take it away. We have made several efforts to make them take it out. The last effort the commandant has instructed me to make is this: For instance, Mr. Trickey will have a bill due him as soon as Mr. Sprague gets through measuring the timber. Before the commandant approves this bill, he will notify Mr. Trickey that this rejected timber must be removed before he will approve it. He will try to have it removed in that way. There is nothing due Mr. Swift, and I don't know whether he will get his timber out or not.

Q. Now, does it occur frequently, or infrequently, or at all, on your yard, that when timber has been once rejected, you have orders from Washington to receive it?—A. I have never been so ordered.

Q. Has any other department been ordered to receive it?—A. Not that I know of. I speak now of this yard. The only instance of that kind that I know of is this: I rejected a lot of timber in the Washington navy-yard when I was stationed there, and I know that timber was afterward sold to another department; but it might have suited there. I rejected it because of roughness. I did not reject it for rot, but because it did not conform to our specifications; it did not suit me; but it might have suited some other department.

Q. Has not some of this timber which was rejected along in 1871-'72 been subsequently used in the yard under orders from the Department?—A. I don't know of any such case.

Q. Do you know of any timber lying on your yard that you have been ordered to permit to be brought into the yard, but which has not been received or inspected, or paid for by the Government, but is still owned by the parties?—A. No, sir. The statement that I have made covers all that I know of.

Q. Has not Mr. Swift got some live-oak here that has not been rejected, but which he has been permitted to store here?—A. He was permitted to store a little live-oak here winter before last.

Q. What has become of that live-oak?—A. It was subsequently measured and received. That is uncovered now.

Q. Have you at any time been directed, from Washington, to receive live oak from parties, and put it in your wet-dock and take care of it, when it did not belong to the Government?—A. No, sir. I will tell you what live-oak has been put in the wet-dock. When Mr. Swift was removing live-oak from East Boston to the navy-yard, he got permission from the chief of bureau to dump it over into the wet-dock, immediately from the vessel, without putting it on the wharf. I happened to be in Washington on my way home just about that time, and hearing of this order, I observed to the chief that I did not think that was a good plan; I wanted to look at the timber myself, and I was sorry that he had given such an order. He said, "Well, tell Swift to leave it on the wharf." I told him that I wanted to look at it, so that I could put the different pieces together. When I got back I told Mr. Swift I wanted him to put it on the wharf, and he did so. It was only a small quantity that was put into the dock. It was over in East Boston a number of months before it was brought over.

By Mr. BURLEIGH:

Q. Is not that timber deteriorating?—A. Certainly it is. I want the labor to put it into the wet-dock now.

Q. How long can it remain uncovered without being ruined?—A. It would take a good many years.

By Mr. MILLS:

Q. Would it not crack in cold weather?—A. Yes, sir; it is injured more by that than by rot, and for that reason we ought to have it overboard as soon as we can get it overboard.

Q. Would it not deteriorate very much in two winters?—A. No, sir; it might crack, so that we would have to reduce it considerably in order to use it.

Q. How much would you have to reduce it?—A. It would depend upon the uses to which we wanted to put it. I might have to cut two feet off the end to get rid of some bad places and cut two inches off sideways.

Q. Do you know of any boats in this yard belonging to private individuals?—A. There is a boat moored here in one of our docks.

Q. Is it taken care of by the Government?—A. I don't know what care is exercised.

Q. Is it not under canvas provided by the Government?—A. I believe it is. I have nothing to do with the canvas.

Q. Whose boat is it?—A. It is the America, belonging to General Butler, I understand.

Q. Has any labor been done to that boat by anybody?—A. I don't know. I can speak certainly of construction—nothing.

Q. Do you know whether any small boat has been made for this America?—A. No, sir; not to my knowledge. I heard there was a boat built here for General Butler; but what it was for, I don't know.

Q. Who would be likely to know?—A. The boat-maker, in the absence of Mr. Pook.

Q. Who is he?—A. The boat-builder is Mr. Rigby.

Q. Was he here at that time?—A. Yes, sir; he told me about the boat. I didn't know anything about it.

Q. How came that boat to be sent to the navy-yard?—A. I don't know anything about that, because she came here while I was away.

Q. Has she been here for some time?—A. I cannot say; it is not a very unusual thing to allow citizens to keep their boats in the yard. I think there is a little yacht that is moored up there in addition to the America.

Q. Whose is it?—A. I don't know the owner. Her name is the Tempest. It is not an unusual thing to allow a citizen to bring his boat here, if it is not in our way. The Tempest has been here two winters.

Q. What is your opinion about the clerks and writers in this yard; are there more than are necessary?—A. In construction there are decidedly more than are necessary.

Q. How many could you dispense with?—A. More than half of them, counting all who have been ordered on.

Q. Can you state how many you have?—A. Three clerks and four writers.

Q. Why do you not dispense with those you have no use for?—A. I do, as far as I can, by suspending them. I am not allowed to discharge them, being appointees of the bureau. I have four suspended now.

Q. If you inform the bureau that you have no use for them will they not allow you to discharge them?—A. I can inform the bureau, but I cannot discharge them, because the bureau send those writers here: but when I have no use for them I suspend them.

Q. Have you, in any cases, received orders not to suspend them, but to carry them forward on the roll?—A. Yes, sir; I do sometimes. I have suspended persons and they have been ordered back.

Q. What are these surplus people doing as clerks or writers—anything?—A. O, yes; I keep them at work doing something; but of course two men are doing one man's work.

Q. What pay do they get?—A. The writers get $3.25 a day.

Q. Do you know of any other surplus officers about this yard that could be dispensed with?—A. I am only competent to judge of my own department, I think.

Q. Are there any others in your own department that you can dispense with?—A. Yes, sir.

Q. Name them.—A. I could dispense generally with the men who have been sent here for store-hands, and some I have discharged on my own account; but sometimes they are sent here, and I have not the privilege of discharging them. I found a number of store-hands here, and as soon as I could get at it, I decreased their number as rapidly as I could do it.

Q. About how many of those have you now?—A. I have cut them down pretty low now. I discharged them all: but one has been re-instated lately.

Q. Are there not more officers on this yard than laborers, in proportion to the work to be done?—A. Of course there are at present; but we are in a broken state now. Our money is all gone. We can only spend two thousand and some hundred dollars a month in our department.

Q. Do you know of any abuses in the Navy Department for the service here that you can call to the attention of the committee?—A. The abuses, as far as I am concerned, would be confined to the construction department. The abuses in my department are chiefly having men commonly called "dead-heads;" and such men I would get rid of—men who have very little or nothing to do for their money. These are the abuses which we have to contend with, and that is the reason that our work is made to cost more than it ought to cost—because men are put in here who are doing nothing, or next to nothing.

Q. Have you perfect discipline and control over these men who are here by authority over you? For instance, Mr. Hanscom orders you to take John Smith on your rolls as a clerk, perhaps; he keeps your accounts, makes out your bills, and all that; while that man is responsible to Mr. Hanscom, and not to you, have you perfect control over him?—A. Yes, sir; I have. If that man does not do as I want him to do, I suspend him.

Q. Suppose he reports the fact to Mr. Hanscom, and he orders you to put him back in his place.—A. I suspend him until I receive orders from the bureau to take him back. If I receive such orders I have to do it: but, notwithstanding, I make him do his work. I don't hesitate to exercise my authority if he is appointed by the bureau. The men know that very well, and they know that it will not do for them to commit any flagrant act, because the bureau would not sustain them in it. They are under my control. There is no question about that; but the trouble is that there are too many of them.

Q. How many parties have you to take charge of your timber, measure it, and inspect it?—A. We have Mr. Sprague for timber-inspector, and he is responsible for all timber inspected.

Q. Do you have any check upon him; do you know whether he measures his timber correctly?—A. Yes, sir; when I am present myself I am a check upon him. I am not present when he is measuring, but I go over it with him after he has inspected it, and measure it by my eye; I can tell pretty well by that. If I find a log that is put down as forty feet long when I think it is not over thirty, I call his attention to it and have it remeasured.

Q. Do you find any mistakes of that kind?—A. No; but it has been my misfortune since I have been here to have had very little opportunity of going over with him. I have been generally away when this has been done. The last timber that I received from Mr. McCullough is nearly the first that I have gone over with satisfaction to myself. I have had Mr.

Sprague measure the length, breadth, and thickness of each log, and I have gone over the figures with him. In some cases I have cut him down and sometimes I have put him up, because in some cases his measurement was against the contractor. As a general thing, he is pretty correct.

Q. Who is your gate-keeper?—A. I have nothing to do with him; Trickey, I believe his name is.

By Mr. HARRIS:

Q. State whether or not you have any information or ground for suspicion that any timber has been received by Mr. Sprague as of greater measurement than it would actually hold out. —A. I cannot say that. The only thing that I can accuse Mr. Sprague of is some little carelessness, so that when I went over the live-oak timber with him on my return, (that part which Mr. Swift had put on the wharf,) I had one or two pieces rejected which I thought he had not exercised correct judgment in receiving. He may differ from me to this day, and say his judgment was correct.

By Mr. MILLS:

Q. Did you observe anything that showed any fraudulent intent on his part?—A I think not.

Q. Are there any facilities for clandestinely removing timber or other material out of the yard?—A. No, sir; I think not. The timber-inspector, unless the naval constructor is present, has no check upon him. If the naval constructor did not go over the timber himself with the timber-inspector, the timber-inspector has no sufficient check upon him, because the timber-inspector is a man on low pay. He receives an immense amount of timber through the year, and if a corrupt contractor should want to purchase him, why, really, they could conceal it. The check on the timber-inspector is the naval constructor. This timber is all put in our books, and the length, breadth, and thickness of each stick is on record. I can turn to the length, breadth, and thickness on my books and see whether the calculation is made correctly; but it is absolutely necessary for me to be here when the timber is received. In my absence, I cannot do that, and unless the assistant constructor or the foreman of the carpenters will be a check on the timber-inspector, he has no check.

Q Could not the services of the timber-inspector be dispensed with, and you or some other officer do the same work and do it as well?—A. That would amount to making some other officer the timber-inspector.

Q. Could not some other officer do the duties of his office and act as timber-inspector, without any detriment to the public service?—A. No, sir; we could not dispense with the timber-inspector.

Q. Could not some of the clerks who are sufficiently familiar with that business measure the timber when it comes here? How often do you need the services of a timber-inspector?—A. The timber-inspector not only receives and inspects the timber but he keeps an account of the uses to which the timber is put. When any is used, the quarterman of the shipwrights reports to him, "I have taken a dozen or twenty pieces of timber," and the timber-inspector charges it on his book: "Delivered the Vandalia, Adams, or Essex, so and so." He keeps that account from day to day. He is really the clerk who has charge of the timber.

Q Do you know of any officer connected with the Navy who has received any present or any gift or property or money, or the representative of either, from any individual for the performance of any duty or to influence his action?—A. I cannot say that I do. I know of no such case. I have heard rumors, but with no names connected with them.

Q. Do you know of any officer of the Navy who accepts commissions, in making purchases or anything of that kind, from the parties of whom he purchases?—A. No, sir.

Q. Do you know of any assessments being levied by anybody for partisan or other purposes on the officers or the employés in your department?—A. Not of late years. In former years, I knew of assessments being levied on the men and attempted on the officers. The officers generally treated them with contempt. I am afraid the men had to "pony up." The last instance of that kind that came to my notice was in Norfolk, perhaps four years ago. The only notice I got directly was to come forward to some association in Philadelphia and bring my $20 with me. They never got the $20.

By Mr. HARRIS:

Q. Do you know of any vessels being repaired at any navy-yard where you have been employed where more than $3,000 were expended without the report of a board, according to the provisions of the Revised Statutes, section 1538?—A. The only cases that occur to me are those of the vessels that we are repairing by building new vessels in their stead. I do not know that a board was not called on them. I was never on such a board.

Q. What vessels have been repaired at an expense of more than $3,000, either by rebuilding or by general repairs?—A. The Marion is one, at the Kittery yard; the Vandalia, at the Boston yard; the Swatara, at the New York yard; the Quinnebaug, at Philadelphia; the Nipsic, at Washington; the Galena, at Norfolk; and the Tallapoosa, at Baltimore. I think there are some in California, but I don't know positively.

Q. Were these vessels that you have named rebuilt entirely, or any of them?—A. Of the

vessels that I have named, as far as I know, the Marion, Vandalia, Swatara, Quinnebang Galena, and Nipsic, were all broken up, and new vessels built.

Q. Was any portion of the old vessels used in the reconstruction of the new ones?—A. don't know whether there was or not except in the case of the Galena, which I built, at Nor folk. I know there was not in that case.

Q. Do you know whether the provision of law in section 1538 of the Statutes was complie with in the building of those vessels?—A. I do not know.

Q. Would you know if it had been?—A. Not absolutely. It might take place while I was absent from the yards.

Q. Would that board necessarily be organized at the yard where the vessel would be re built?—A. I think it would. They have surveys at our navy-yards not infrequently.

Q. Have you named all the vessels which have been repaired at an expense of over $3,000 —A. No. We repaired the Wabash at an expense of over $3,000; but I think there was board in that case.

Q. Do you know any other instances where the statute was disregarded?—A. One othe occurs to me. We repaired the Mahopac at Norfolk. I am not certain whether we had board or not.

Q. To what extent was she repaired?—A. It cost over $100,000.

Q. When was that done?—A. Just at the time of the Cuban excitement. She was read for sea about the time we expected trouble with Cuba. That was a couple of years ago.

Q. Was her hull preserved?—A. Yes, sir; she was repaired, really.

Q. Have you any doubt that the proper board ordered it?—A. I think it is very likely that they had a proper board. I cannot say positively.

Q. Have you known of any order by the President that a vessel should be sold, as provided in section 1540?—A. No, sir; I don't know of any such order. But if there was any such order, would it not come to us from the Secretary of the Navy?

Q. Under the next section of the statute the Secretary of the Navy is "authorized and directed to sell at public auction such vessels and materials of the United States Navy as in his judgment cannot be judiciously used, repaired, or fitted out." Do you know whether any vessels have been so d by the Secretary of the Navy without advertisement, as provided in this section?—A. The only case that I have a distinct recollection of is that there was a double-ender advertised to be sold at the Washington navy-yard, and she was withdrawn and afterward sold at private sale.

Q. How long ago?—A. Perhaps six years ago. That was the Shamokin. I think she was offered for sale, and withdrawn because they could not get money enough. I think she was afterward sold at private sale.

Q. Do you know what she brought?—A. My impression is about $17,000.

Q. She was a double-ender iron-clad?—A. Yes, sir. I think that was the price. That is my recollection of it. I know I thought it was a shame to sell her.

Q. With regard to those vessels sold here, what were their names?—A. The Shawnee was one: I have forgotten the name of the other.

Q. Were those sold first at auction?—A. I understood so. I had nothing to do with it, however.

G. Do you know who the bidder was?—A. I understood that they were bid off by Mr. Nat. McKay.

Q. Did you understand that that sale was carried out?—A. No, sir; I understood that it was not carried out.

Q. Were those vessels afterward sold at private sale?—A. No, sir: the first I knew of it afterward was we got an order from the chief of bureau telling us that the vessels would be broken up.

Q. You know of no law to prevent the Secretary of the Navy from ordering any vessel to be broken up?—A. Is there any law authorizing him to break up any vessel?

Q. That is a question you put to me. I asked you if you knew of any law to preven him from doing it?—A. I am not familiar with any such law, sir.

Q. In your judgment, do vessels sold at auction ever bring what they are worth to breal up?—A. Sometimes they do, but very rarely.

Q. Did those two vessels which are now being broken up, in your judgment bring a much at auction as they will yield the Government in breaking up?—A. That I cannot say The chief of bureau claims that they will. I have never examined to see whether they wil or not. I can mention a case where a vessel sold for quite as much as she was worth, th Saint Lawrence, at Norfolk.

Q. Would it not be for the best interests of the Government if several vessels now on th stocks in this yard, or afloat, were sold at auction to the highest bidder?—A. I think i would be a good plan to try to sell them in that way, and if I could not get money enoug for them, I would break them up in the yard. It would be according to the amount of mone I could get.

Q. Won't you name the useless vessels on the stocks and afloat?—A. The Connecticut is one She is one of the spar-deck sloops, a class of vessels commenced during the war.

Q. Is she finished?—A. No, sir; she is very well underway. She was commenced during the war, and has been lying there ever since.

Q. Is she fit to be finished?—A. No, sir; she is rotten, and ought to be broken up.

Q. Do you think you would get as much money by breaking her up here at the expense of the Government as it would cost to do the work?—A. No, sir; I don't think anybody would buy that vessel; but we might receive bids to break her up by contract. That is, "What will you give me for the privilege of breaking that vessel up and taking all the material?"

Q. That is, you might sell her to an individual to be broken up, and realize something?—A. Yes, sir.

Q. You think she should be sold rather than broken up?—A. I would prefer to try that way.

Q. What other vessels?—A. The Virginia is another one. She should be broken up because she is about half broken up now. She is an old ship that was commenced in 1817.

Q. Whether or not, in your judgment, before the work of breaking her up commenced, it would not have been wisdom on the part of the Government to have finished her and put her afloat?—A. In my judgment it would. Perhaps my judgment is not good.

Q. For what purpose?—A. For a receiving-ship. She would have made a splendid receiving-ship.

Q. Is she sound?—A. Yes, sir; she is pretty generally sound—a great deal more so than the Connecticut. She was built of live-oak, and is in pretty good condition now.

Q. What would it have cost to have put her in condition for a receiving-ship before the work of breaking her up was commenced?—A. I should think $50,000, at least.

By Mr. BURLEIGH:

Q Have we not plenty of unseaworthy ships that would answer the purpose of a receiving-ship?—A. I don't know about that. I do not like to have a rotten receiving-ship. I think we want sound and healthy ships for that service. We have several receiving-ships which I doubt the propriety of using for that purpose.

Q. How much do you estimate the cost of breaking up that ship has been and will be before it is completed?—A. I don't know how much it has cost, but I think it will cost $10,000 to complete the breaking up.

Q. In breaking up such a vessel as that, what does the Government get that is valuable?—A. Nothing but the copper. We get the old iron, to be sure, but it amounts to nothing but scrap-iron. It does not pay for the getting. We get chiefly bolt-copper.

Q. Is there much of it in that ship?—A. Very considerable.

Q. Will the copper pay for the destruction of the vessel?—A. There is about $20,000 worth of copper in the vessel.

Q. Do you think any individual could afford to pay money to the Government for the privilege of breaking that vessel up, he to have the material?—A. Yes, sir; I think it would pay a man to do it.

Q. What other vessels do you think should be broken up?—A. Those are the only vessels that are on the stocks here. There is another one on the stocks—the Pennsylvania—but she is too good to break up.

Q. What is she?—A. She is the same as the Connecticut—a spar-deck sloop. She is roofed over, but her sides are exposed to the weather. Her frame is of white oak, and she is in pretty good order.

Q. Would you finish or sell her?—A. I would not do anything with her. I would like to keep her in reserve, in case of emergency. I would not finish her now, because we do not want her; but in case of emergency, she could be finished in six months—less time than we could build a new vessel. I would keep her where she is. Of vessels afloat, we have the Java—very rotten indeed. She ought to be broken up, if we could not sell her for enough to justify a sale. She has got a splendid engine in her; but if we could not sell her for a proper sum, then she ought to be broken up. I would recommend trying to sell her first.

Q. How much ought she to bring?—A. She ought to bring $50,000.

Q. Could that vessel be converted into a ship for the merchant service?—A. No, sir; but her engines are good. Her hull is rotten—white-oak.

Q. Does it now cost the Government something to take care of such a vessel as that?—A. Yes, sir; they are at the expense of ship-keepers every day to keep it from burning, and of steam-engineers to see that the machinery does not go to ruin.

Q. What do you suppose the actual cost of taking care of that vessel is?—A. The cost of the ship-keepers is $32.50 a day, at present. We have nine at $2.50, one at $4, and two others at $3 a day. We have got them as low as we can get them

Q. What other vessels have you here?—A. The Niagara. She is in rather better order than the Iowa; still, she is not fit to be repaired; she ought to be sold or broken up. Then we have the old receiving-ship Ohio, which ought to be sold or broken up. She has been a receiving-ship, I believe, for about twenty years, but last year we were ordered to put the Wabash on as receiving-ship and let the Ohio remain in ordinary. I think she ought to be disposed of by sale, if possible. I would try to sell them in all cases, and, if we got money enough, let them go. That is the easiest way to dispose of them; but, rather than give them away, I would have them broken up in the yards.

Q. Would anybody pay any money for the Ohio?—A. O, yes. The Ohio is a copper fastened ship, and in those days they put in heavier copper than they do now. As the St Lawrence sold for $17,000, I have no doubt the Ohio would bring $25,000, just to be broke up.

Q. She is not good for anything else?—A. Nothing else.

Q. She could not be sent to sea?—A. O, yes; but it would not pay to do it.

Q. She is a 74-gun frigate?—A. We do not use that class of vessels now. She is calle a second-rate sailing-ship.

Q. Are there any other vessels that you think should be broken up or disposed of in som way?—A. Yes, sir; there is another vessel, which we have condemned. She is in a shi house here. She is a vessel of a class that we commenced to build just as the war w a about being closed. One of them is in the Kittery yard, and one has been broken up the Philadelphia yard. I think there is another one in the New York yard. The one have here is called the Oregon. She was intended to be a double-turreted iron-clad. S was condemned long ago, and I think she ought to be broken up.

Q. Condemned for what reason?—A. Rottenness. She is built of white oak.

Q. Has she got her engines in her?—A. Partly. She has got considerable machinery her. She ought to be broken up, so that we can have the use of the ship-house. I wou not let any contractor come into the yard for her, nor for the Virginia. I think it would b better to break her up.

Q. You say you would not allow contractors to come into the yard to break up vessels o the stocks?—A. Yes, sir.

Q. What is the objection to it?—A. They have to be watched. I do not mean the contractors themselves, but their men. They have to be watched very closely, and then they make way with some of the property.

By Mr. HARRIS:

Q. You don't know whether or not any vessels have been sold at auction or otherwise, where the proceeds have not been properly covered into the Treasury?—A. I do not.

Q. Section 1544 provides "that laborers shall be employed in the several yards by the proper officers in charge, with reference to skill and efficiency, and without regard to other considerations." I want to ask you whether that provision of the law is strictly complied with?—A. It is complied with as far as it is in the power of the naval constructor to see that it is complied with. A naval constructor, for instance, is ordered to the Boston navy-yard. He does not know whether Smith is a ship-carpenter or a blacksmith. He is ordered to do certain work, and is told that he may spend $30,000 a month. The naval constructor says to the master-carpenter, "Send in requisition for the number of carpenters I designate," and so on through the other Departments. He says to Mr. Sampson, "I want you to send me a requisition for twenty-five shipwrights." Mr. Sampson knows all about the men in this vicinity. The naval constructor does not know anything about them. Of course he signs the requisition that the master-carpenter sends in, the master-smith, the master-joiner, or the master-laborer. They all send in requisitions for the number of men which the contractor designates, without mentioning names. He cannot designate any names. He is a strange and does not know the names; and on the strength of the good faith of those mechanics those men are taken in. The naval constructor may find out afterwards that those master mechanics have betrayed the confidence which he reposed in them, and he does not trus them any more. The naval constructor instructs Mr. Sampson to employ twenty-five ship wrights; Mr. Dwight to employ twenty-five blacksmiths; but when you come down to th laboring men, anybody, who is an able-bodied man, is supposed to be a laborer, and we d not care who they are.

Q. Do you consider the mode which you have described to be the proper mode for th employment of laborers under the provisions of that statute?—A. Yes, sir; unquestionably

Q. Whether or not laborers are ever forced upon the officers of the yard by other persons —A. Laborers may be forced upon the master-mechanics, for aught I know to the contrary they are not forced upon me. The master-mechanic comes in communication with th laborers.

Q. Would you consider an order from the Department at Washington to employ a certai person as a laborer a violation of your rights under this statute?—A. No, sir.

Q. Why not?—A. Because we are put here to obey the orders of our superior officer We are not supposed to go behind their orders.

Q. Will you listen to the language: "Laborers shall be employed in the several yard by the proper officers in charge, with reference to skill and efficiency." Now, sir, woul you consider that law as giving the officers in charge the entire power over this question?—A. No, sir; I construe the law to mean this: that they are to be employed with referenc to their "skill and efficiency." I instruct Mr. Sampson to employ the shipwrights, and take it for granted that Mr. Sampson will not send me a man who is not a shipwright; an if I find he is not, I disrate him and make him a laborer, or discharge him altogether.

Q. You would not employ any man under the direction of the Secretary of the Navy, un less you found that he was a proper man, so far as skill and efficiency are concerned, woul you?—A. I regard the order of the chief of bureau, or Secretary of the Navy, as far as

am concerned, ahead of anything else. If they choose to give an order contrary to that law, the responsibility rests upon them.

Q. The question is, do you think that the Secretary or the chief of bureau has the power, under that law, to employ any laborer for your yard?

By Mr. MILLS:

Q. In other words, do you feel that you are bound to obey the Secretary of the Navy when you know that he is violating the law?—A. I am not supposed to know the law. I am supposed to know this law above all others, that I am subject to the order of the Secretary of the Navy. My commission tells me that I must obey his orders, or I infer that. If I choose to protest afterwards, I may do it, but the order must be obeyed.

By Mr. HARRIS:

Q. Whether or not you would consider that he was in violation of that statute if he employed a man and sent him here?—A. I hardly think I should. I think the Secretary of the Navy is as an officer of this yard and all other yards.

Q. You think he would be considered a "proper officer in charge of the yard?"—A. I do not know but what he would.

Q. In your experience, do the Secretary of the Navy and the chief of bureau order men to be employed here?—A. They do.

Q. And you obey their orders?—A. Yes, sir.

Q. Claiming the right to suspend the men whenever you see fit?—A. *Suspend* only, not discharge, unless the chief says on his order, "This man is not to be suspended without authority from this Department."

Q. Would you not exercise the right to suspend that man if you found he was totally incompetent?—A. I could not do it under that order. If the chief of bureau sent me an order to employ a certain man as a writer, and says that he is not to be suspended without authority from that Department, and I found that he was incompetent, I should pay him, but not let him do anything. If he became abusive, I would suspend him without a moment's hesitation.

Q. You would say that the Secretary of the Navy has power to put a man here whom you cannot, by your own order, remove or suspend? Do you usually find that direction comes with the order, that you are not to suspend the person without an order from the Secretary?—A. I think the Secretary has that power.

Q. You consider that you have not the power to suspend a man who comes with such an order?—A. No, sir; that would be the power to disobey the order of the Secretary, which power I have not. The order of the Secretary is to be obeyed. I cannot get out of that. I have insisted upon that to the men under me, that my orders must be obeyed. I am responsible for giving the order, as the Secretary is for the order he gives me.

Q. "Salaries shall not be paid to any employés in any of the navy-yards except those that are designated on the estimates. All other persons shall receive per diem compensation for the time they are actually employed." Do you know whether any salaried officers are employed here who are not named in the estimates?—A. All persons in the construction department receive per diem compensation, but there are three in the construction department who receive what is called per diem compensation, but it is managed so as to amount to so much a year. Formerly, Congress designated that there should be a store-clerk, construction-clerk, and possibly draughtsman and time-clerk at the navy-yard, Boston. Now, I believe the Secretary designates what we shall have here. We pay three men out of that fund; there is a certain fund aside from the general appropriation, out of which those men are paid; they are in one sense salaried men, because they lose no time.

Q. Are there any sinecures here; men who do not do any work for what they receive?—A. O, no, sir.

By Mr. MILLS:

Q. Do you know any man who draws pay on two rolls?—A. No, sir. Every man who is on our rolls has to be here from bell-ring to bell-ring, whether he has anything to do or not. He cannot get out unless by order of the commandant.

Q. Has any workman been discharged on account of his political opinion?—A. Not that I know of. It might have been done without my knowledge.

Q. Were you here the latter part of the year 1874, during the contest between Mr. Banks and Mr. Gooch?—A. Yes, sir.

Q. Do you know whether any additional force was ordered with reference to that election?—A. I know that additional force was ordered on just at that time.

Q. By whom?—A. The chief of bureau.

By Mr. JONES:

Q. Do you know of any one who has collected any money for presents since you have been in this yard?—A. No; I have not collected any myself, and do not know of anybody else who has.

BOSTON, *March* 24, 1876.

J. W. EASBY recalled.

By Mr. BURLEIGH:

Question. Mr. Easby, you promised the other day that you would give the committee the value of all those things given to Mr. McKay as gratuities—such things as you considered by the contract he was obliged to do, but which the Chief of Bureau of Construction and Repair let him off from doing. Have you prepared that statement?—Answer. In order to answer this question and prepare the statement required, it is necessary to call the attention of the committee to the following language on page 2 of the first contract for the Adams, viz: "and will build, equip, and fit the hull," &c. And to the following language further on, on the same page: "Nor is the omission herein of any detail or object necessary to carry into effect the intent and spirit of this agreement," &c. It will be seen that the last claim is not so sweeping in its effect as it appears at first sight, but is qualified by the preceding language.

STATEMENT.

Labor and material on masts and spars, estimated at	$10,566 [illegible]
Labor and material on quarter-galleries, estimated at	2,000 [illegible]
Labor and material on force-pumps, estimated at	925 [illegible]
Labor and material on steering-wheel, estimated at	200 [illegible]
Labor and material on side ladders, estimated at	350 [illegible]
Labor and material on sheaving bitts and chocks, estimated at	100 [illegible]
Labor and material on eye-bolts of all kinds, estimated at	1,000 [illegible]
Labor and material on hold fittings, estimated at	400 [illegible]
Labor and material on hammock-hooks, estimated at	150 [illegible]
	15,691 56

NOTE.—The cost of labor, sawing out frame, &c., will, by order of the chief of bureau, be charged to the contractor; the amount is $6,928.80. The amount at first stated when it was supposed the Government was chargeable with the whole cost, was $7,120.19, but the difference between this sum and $6,928.80 is rightly chargeable to Government for ship-keepers, cost of first dockage of ship, and by alterations required, for which the contractor was not responsible.

The list required, therefore, would seem to embrace all omissions in building and fitting out the hull, and in addition to these the articles mentioned in the specifications which have been omitted, whether they belong to hull and outfits of hull or not.

Q. In your charges to Mr. McKay for lumber have you specified the different qualities and kinds of lumber that you let him have?—A. Yes, sir; I always do.

Q. Did you sell him any white-oak plank?—A. Not I, but my predecessor did.

Q. For what purpose?—A. Planking the ship.

Q. Do you remember the price of that plank?—A. The first item is 648 cubic feet white-oak stocks, $60.

Q. What do you call plank-stocks?—A. The logs ready to saw up into planks.

Q. How much would the plank be worth sawed out of those stocks?—A. I have the plank here, sir. A little below that item is 21,559 feet white-oak plank, $95 per thousand, 9½ cents a foot, board-measure.

Q. In what part of the ship were those used?—A. They were white-oak plank to plank the ship.

Q. Were they to go forward or aft; or was she planked in part with pine plank?—A. No, sir; she was planked with white oak.

Q. Did the planking of the ship outside cost as much as that, take it throughout?—A. We charged him just exactly what we had on our books.

Q. What was the market-price of white-oak plank suitable to plank a ship at that time?—A. I judge that was not far from the market-price at that time. White-oak plank was very high then, and is very high now in Boston, and we are paying, as I said the other day, 90 cents a cubic foot for plank-stocks.

Q. You know that was an extra price, don't you?—A. It was an extraordinary price; 50 cents may be called the regular price for plank-stocks.

Q. Can you tell me why Mr. McKay paid you such prices for white-oak plank? Why did he pay you 95 cents when, as you say, the market-price was 50 cents?—A. No, sir; I spoke of the market-price of stocks. I have no knowledge of the market-price in Boston of white-oak plank. Let me state right here that when we get white-oak plank on open purchase it is for the paymaster in Boston to buy the plank.

Q. What is the market-price for white-oak plank to-day in Boston, or at Norfolk—for much of the plank-stock comes from there, don't it?—A. To the best of my knowledge, the price of white-oak plank in Norfolk is from $50 to $60 a thousand. Much of the plank-stock comes from that section of the country.

Q. Would not the same difference obtain at the time Mr. McKay bought this plank of the Government between the price of that in Boston and the price in Norfolk?—A. I should think it would.

Q. Would it not have been greatly advantageous for Mr. McKay to have bought his plank at that time in Norfolk rather than to have bought them of the Government?—A. I will tell you what Mr. McKay says.

Q. I don't ask you what he says; I ask you for your opinion.—A. If you will let me state what he says, it will show you that that will answer the question.

Q. I want your opinion.—A. Please ask the question again.

Q. You say that the price to-day in Boston would be 95 cents for white oak, and it is 50 cents or 60 cents in Norfolk. Now, I ask you if the same difference of price for white-oak plank between Norfolk and Boston obtained at the time you let Mr. McKay have this plank as obtains to-day?—A. I think likely.

Q. Under those circumstances, can you conceive why Mr. McKay should have paid that price, so much higher than he could have obtained the same material for at Norfolk?—A. I will have to state in detail as to that. A large portion of this plank Mr. McKay has returned to the Government. When the ship was finished, he informed me that he had a great quantity of white-oak plank left. I asked him why he didn't use it; he said that he wouldn't use it because it cost more than he could get it for elsewhere, and he bought other plank at much less price and used that.

Q. Do you mean to say that he came to the yard and culled out his plank and rejected the rest?—A. I don't say that.

Q. Was not that the result?—A. No, sir. Mr. McKay received all the white-oak plank that he required, and of course he selected such as he did require, and when the ship was completed he informed me that he had a large quantity of our white-oak plank that he wouldn't use, because it wouldn't pay him to use it.

Q. Was what he returned to you of as good average quality as what he took away?—A. Certainly; because he would not take any out of the yard but what was good He said that it worked to so bad advantage that he wouldn't use it, and he bought plank himself. That was his reason for not using it.

Q. That is, he culled in the first place from the Government stock, and then, finding that he had selected rather a bad cull, he rejected a part and paid somebody else to complete his cull. Is that what you mean?—A. I mean that he actually returned us plank. I know he returned us plank.

Q. Some of the foremen in the yard have testified that they have loaned Mr. McKay, under your orders, a large quantity of tools?—A. Yes, sir; that is so.

Q. Will you state why he has had so many, and why he has not returned them after so long a time?—A. We had an order from the chief of bureau to loan him the tools, and keep a correct account of all the tools lent, and, upon the completion of the work, if he does not return those tools, they are to be charged to him. The work is not yet completed, and he has a large number of tools to return yet. He required an immense number of tools; there is no question about that.

Q. The work is not yet completed on what ship?—A. His work is not done on either ship.

Q. Why not?—A. Because he does not choose to do it in a hurry.

Q. Have you placed any obstructions in his way?—A. No further obstructions than this: The making of the blocks devolved upon the Government, and there is some of his work which he cannot complete until the blocks are made.

Q. Such as what?—A. Such as steering-gear. He cannot finish that until the blocks are made.

Q. Why do you not make the blocks and get out of his way?—A. Because I have no men to make them. Our men here have been taken away from us. Our work is stopped by order of the chief.

Q. Is there anything in regard to the rigging of the ship by which he is hindered?—A. I think not. There is another thing that he is hindered by. During my absence at the South, or on this board, when another naval constructor was sent here to inspect the work, changes were made in the davit-hangings. When changes are made, of course the Government has to make them, Mr. McKay having nearly completed them.

Q. Did those changes meet your approval?—A. No, sir.

Q. How long was that assistant constructor here?—A. Three weeks, I think. He was full contractor.

Q. Who was he?—A. Mr. Fernald.

Q. Don't you think it was rather a breach of courtesy in him to change your work while you were gone so short a time?—A. Unquestionably. I have no hesitation in saying that I thought so.

Q. By that breach of courtesy did he not put the Government to expense?—A. I think he did. We have got to make this change yet because it is not completed. Consequently, Mr. McKay cannot finish his boat-davits in consequence of that change which was made by the constructor.

Q. Where were you?—A. On this board of naval constructors, going round to the yards.

Q. Do you think that board was profitable to the Government?—A I think it was. A board of naval constructors obtains a great deal of information, which will be for the benefit of the Government.

Q. In some things it was unprofitable?—A. Yes, sir; I think it was unprofitable for some to be taken from this yard. There is no question about that.

Q. If you struck the balance, would there be a loss?—A. I suppose, if we look merely at its immediate influence, the result would be a loss to the Government, but we must look a little beyond that. I get a sort of education by visiting the various yards, and that education is for the benefit of the Government. You cannot take it away from me. I expect to remain in the service as long as I live, and whatever knowledge I obtain goes to the Government.

By Mr. MILLS:

Q. Was there anything else done by that constructor during your absence that met your disapproval, or that you would not have done if you had been here?—A. Yes, sir.

Q. What else was done by that constructor that you would not have done if you had been here?—A. Before I left I directed that the main-stays near the smoke stack should go out to the sides of the ship, and go out to the water-ways. When I came back I found the iron-work had been put in, and the main-stays brought in amidships. I asked the assistant constructor by what authority that had been done, and he said, "By authority of the bureau." That is a thing which I would not have done, certainly.

Q. Did that necessitate an expense to the Government?—A. Yes, sir.

Q. How near does the main-stay come to the top of the funnel?—A. It runs over the top of the funnel; at the nearest point it may be 18 inches from the funnel, which was shortened to allow it to be put there, but at the time I directed that it should be carried out of the side of the ship, Engineer Stewart said he couldn't shorten his smoke-stack without destroying the draught of the furnace.

Q. Will not these main-stays be heated by the funnel when the ship is under steam?—A. Yes, sir.

Q. Did Mr. McKay get any benefit by these changes?—A. I scarcely think he got any benefit, because the iron-work contracted to be done was completed, as far as one of the vessels was concerned.

Q. You think the Government was at the expense of these changes without any benefit to Mr. McKay, and without any benefit to the Government?—A. Without any benefit to the Government, unless it was a benefit to have the main-stays lead amidships; but you will see, of course, that when the main-stays were shifted from the position in which I placed them, nobody could expect Mr. McKay to put them in the other place and be at the expense of the iron-work; consequently the Government did the iron-work.

Q. Was there any timber received while you were absent that you would not have received?—A. I think there was some; I can't tell how much, because I have not looked it over closely enough. I think there was some received which I should not have received. There was a difference of judgment.

Q. Was any timber received on inspection outside of the yard while you were gone?—A. I am not quite sure whether it was or not. Timber was inspected at East Boston while I was away, but I think that part of it had all been delivered here, and part after my return, and the bills were made out after I came back.

Q. The inspection was had while you were away?—A. Yes, sir.

Q. Would you have inspected the timber outside of the yard if you had been here?—A. No, sir; I must say, right here, that the commodore decidedly refused, and very properly, to have the bills made until it was delivered in the yard.

By. Mr. BURLEIGH:

Q. Did they ask him to do it?—A. Yes, sir; that is, he understood they wanted him to do it; Mr Swift wanted his bills made. That was the object in having the timber inspected at East Boston; it did not avail anything, because the commodore said he would not do it, and he did not do it; and I told Mr. Swift, when he came for his bills, "You cannot have them; the commodore has decided that that timber is to come on the yard before the bills can be made out, and it has got to come here." It took him two or three weeks to get it here, and the bills were not made out until it came here; but it had been measured outside the yard.

Q. These main-stays that were moved from outside to lead amidships were made of wire-rope, as it is called, were they not?—A. Yes, sir; I think there is chain over the smoke-stack part. I think there is a piece of chain over the smoke-stack, but I am not quite sure; but when we have hemp-rope main-stays, of course, we have that part of chain.

Q. What was the objection to the main-stay, if it was made of chain, being 18 inches above the top of the funnel?—A. There was no objection.

Q. Would not the stays be better laid amidships than laid in the water-way?—A. I think they would.

Q. Then you conceive that the alteration was, to say the least, more ship-shape?—A. As far as the sailing qualities of the ship were concerned, the alteration was for the better; but as far as steaming was concerned, we lost draught by being obliged to shorten the smoke-stack. The smoke-stack was shortened several feet to make it come below the stays.

Q. How many feet?—A. I think as much as four, five, or six feet.

Q. Did the engineer say it would not do to shorten it?—A. Mr. Stewart—either Mr. Stewart or Chief-Engineer Debalin—told me that he preferred to have the funnel just where it was laid down on the plan, where the top of the smoke-stack came about on a level with the main-yard. You will see in a moment that if you are going to have the funnel up there, you must have your main-stays go to the side of the ship.

Q. How far is the smoke-stack from the main-mast?—A. From 12 to 16 feet.

Q. Do you know exactly how much was cut off from that funel?—A. I don't know; it was six feet and upward. I think the engineer said that it would interfere with his draught; that is, he informed me that he must have draught to get steam.

Q. Is there really any objection to putting the stay in the water-way?—A. It is more convenient to have it amidships; that is the main thing.

Q. Would it have been in the way of the men going fore and aft on the deck?—A. Not much; we put in the water-way in many instances.

Q. It is a common thing to put the stay in the water-way?—A. Yes, sir; it was to acommodate the steaming of the ship that I put them where I did.

By Mr. MILLS:

Q. You stated that Mr. McKay had been paid over $100,000 for building the Adams; where did you get your knowledge of that amount of money paid?—A. From the certificates furnished by the naval constructor.

Q. Should not those payments appear on the books of the chief accountant of the yard?—A. My opinion is that they should appear there: but I don't know what instructions Mr. Pook had.

Q. Is it not usual for all the payments made on the yard to appear in the chief accountant's books?—A. I think it is; so much so that when I took charge, the first payment that was made, I referred it to the commodore. I preferred that he should take some of the responsibility with me. I understand those payments have never come to the commodore at all.

Q. Is not that contrary to the rules of the yard?—A. It is contrary to the custom; I don't know any rule about it.

Q. Have you known of any other instances of such magnitude where that custom has been deviated from?—A. No, sir.

Q. Then it seems that the mode of paying the expenses for building this vessel was different from the mode that had been pursued previously in paying bills contracted here at the yard?—A. As far as I know, it was different.

Q. That is, the constructor on the yard, without the indorsement of the commandant of the yard, sent the bills to the Chief of the Bureau of Construction at Washington; he approved them, and a warrant was drawn for the payment?—A. I think that the constructor simply signed the bills and gave them to the contractor, letting the constructor put them through and send them to Washington for the approval of the chief.

Q. It was left for the constructor here to sign them, and then for the chief to approve them, instead of the commandant of the yard approving them, as is the usual custom?—A. Well, according to the custom, after the commandant of the yard had approved them, the chief would still have to approve them; the commandant's name was left out.

By Mr. HARRIS:

Q. State whether or not you have known of any contract of this character before.—A. Not exactly of this character. We built ships during the war which I inspected and examined, and I approved the bills, made in triplicate, according as it has been done here, and the commandant, either of the station or the navy-yard, approved them, and then they would be sent to the bureau. For instance, we built three gunboats at Philadelphia, and Commodore Gregory had charge of all the gunboats, and this formula was pursued with regard to the payments upon all those boats. I had better mention what I mean by contracts "not exactly of this character." Under McKay's contract, the Government was to furnish material and McKay the labor. In the contracts made during the war, the contractor furnished everything.

By Mr. BURLEIGH:

Q. As far as this yard was concerned, from the nature of this contract, was any less supervision required by the commandant of the yard than in ordinary cases?—A. I think not; I don't see that there was.

Q. You stated the other day that you would get what the expenses would be for docking the vessel and coppering her outside; have you got that?—A. Yes, sir.

Q. What was the amount?—A. I have got it per ton. I have sent over to East Boston and got the rates of the two docks there, and the item that applies to this vessel reads: "Side-wheel steamers and propellers of 175 feet in length and over, 35 cents per ton for docking; 10 cents per ton for each lay-day, not exceeding four, and afterward 15 cents per ton per day." The rates of the other docks are precisely the same.

Q. What would the docking have amounted to on this ship for the purpose of coppering her, provided Donald McKay had done it outside?—A. $681.47.

Q. Do you know that he would have had to pay this expense if he had done it of the Government from your researches?—A. From my researches he would have pay according to the number of lay-days, and the only way he could lessen the would be to have a less number of lay-days. I would observe that they sometimes vessel and copper her in a day.

Q. You think it would have taken about four days?—A. Yes, sir? I think it wou

Q. How much did the Government actually pay out for the purpose of docking thi —A. $220.22; and that we are going to charge on Mr. McKay's bill, as the thing now in the absence of any further instructions.

Q. Have you charged it on his bill?—A. No, sir; I have not, because this w done while I was away. There was no change made at the time; but we have not with Mr. McKay yet, and I am going to charge it whether he demurs to it or not.

Q. In launching the ship, did Mr. McKay have his ways from the yard?—A. rowed chains, hawsers, &c.; but no way.

Q. Any charge made for the use of them?—A. No, sir; he borrowed them; w make any charge in such cases.

By Mr. MILLS:

Q. Do you lend them to everybody?—A. It is not unusual to lend them to priv ties, by order of the Department.

By Mr. BURLEIGH:

Q. Will you furnish to the committee a statement of the tools and everything t McKay borrowed, which he has not returned?—A. Yes, sir; It is as follows:

List of tools, material, &c., loaned Mr. D. McKay in building the Adams and Esse statement showing the amount returned and the balance due.

No. loaned.	Name.	No. returned.	No. due.	
2	Coagin bitts	.....	2	
18	Falls	.....	18	
25	Straps	.....	25	
2	Jack-screws	2	.....	....
12	Clamps	12	.....	....
2	Shackle-bars	2	.....	....
30	Auger-cranks	.....	30	
608	Ribboning-bolts	608	.....	....
2	Falls	.....	2	
2	Bed-screws	2	.....	....
5	Sledges	.....	5	
34	Ring-bolts	27	7	
40	Screw eye-bolts	35	5	
15	Rope-straps	.....	15	
52	Tackle-blocks	.....	52	
7	Pair chain-clamps	7	.....	....
7	Reim-ropes	.....	7	
1	Lashing-ropes	.....	1	
400	Iron washers for ribboning-screws	.....	400	
154	Ribbon-bolts	39	115	
8	Double-blocks	.....	8	
1	Pair timber-dogs	.....	1	
13¼	Feet 5-in. iron chain with link-shook	.....	13¼	
4	Jigger-falls	.....	4	
1	Strap with hook	.....	1	
2	Frame dogs	.....	2	
4	Leading-blocks	.....	.....	
26	Feet $\frac{1}{16}$-inch iron chain	.....	26	
6	Clamp-screws, small	6	.....	....
40	Reim-staffs	30	10	
1	Beam	.....	1	....
1	Carline mold	.....	1	....
1	Steam-box	1	.....	....

List of tools, materials, &c.—Continued.

No. loaned.	Name.	No. returned.	No. due.	Estimated value.
6	Riveting-hammers		6	$12 00
2	Copper saws	2		
4	Ratchet-drills		4	2 00
8	Drills, for ⅞ rivets		8	4 00
6	Ratchets		6	60 00
1	Vise		1	5 00
6	Ratchet-braces		6	5 00
2	Forges	2		
6	Drills, ¾ inch		6	3 00
3	Holding-on bars	3		5 00
57	Pounds railroad spikes		57	2 08
58	Screw-bolts, ribanding		58	9 00
86	Washers		86	2 00
1	Draught-board		1	
4	Drill-braces, iron		4	3 00
12	Small auger-cranks		12	4 00
2	Anvil		2	100 00
2	Cast-iron saws		2	20 00
60	Pair of tongs		30	90 00
1	Forge shovel, rake, poker and ladle		1	3 00
86	Swedges, top and bottom		86	92 45
36	Fullers		36	18 00
1	Cup-tools		1	1 00
1	Countersink		1	50
6	Flattens		6	15 00
6	Sets hammers, blacksmiths'		6	6 00
32	Pins and punches		32	16 00
15	Heading-tools		15	11 25
1	Rasp		1	50
40	Chisels		40	20 00
6	Sledges		6	15 00
2	Molds		2	
2	Augers	2		
1	Auger	1		
3	Augers, Cougin		3	12 00
1	Pump	1		
1	Vise		1	7 50
44	Ribboning-bolts		44	8 00
10	Drift-bolts and punches		10	3 25
2	Small clamp-screws		2	88
5	Augers		5	2 50
14	Augers and cranks		14	7 00
2	Cold-chisels		2	1 00
3	Drift-bolts		3	50
12	Screw-bolts		12	2 00
28	Iron dogs		28	14 00
6	Paint-brushes		6	1 50
6	Paint-pots		6	3 00
2	Three-gallon tin cans		2	2 66
6	Lamps and tray		6	3 00
1	Truss and mast-band complete	1		
4	Blacksmiths' sledges		4	10 00
4	Blacksmiths' sledges, with handles		4	10 00
2	Seam-brushes		2	10
1	Sash-tool		1	14
8	Augers, $\frac{5}{8}$, $\frac{6}{8}$, $\frac{7}{8}$, $\frac{8}{8}$		8	5 00
				1,134 56

Q. Could not Mr. McKay, in your opinion, have bought his timber and materials for less money outside of the yard than he paid at the yard?—A. I think he could have bought some of it for less, and some of it he could not.

Q. You think it was an advantage to him to buy some of it at the yard?—A. Yes, sir.

Q. Why was it an advantage?—A. Because I think it is likely that some of our material, white pine, for instance, is cheaper than the same quality can be bought for outside. We buy white pine lumber, for instance, at 50 cents this year; we buy white-pine lumber for 30 cents next year, and all the white pine on our books is put down at 40 cents. Now, if Mr. McKay comes in and says, "I have got authority from the bureau to get 10,000 feet of white-pine lumber," we charge it to him at the price it stands on our books. He may get some that cost us 50 cents a foot.

Q. That gives him liberty to buy according to his advantage, either of the Government or outside?—A. Yes, sir. We went over to East Boston this morning to ascertain about the white-pine lumber that somebody said Mr. McKay had stowed over there. We found that he had about 18,000 feet of white pine, which he said was furnished him by Mr. Pook on his first contract. Instead of returning that lumber when the ship was finished at the yard, he chose to keep it and pay for it. I take it for granted that he got that white-pine lumber cheaper from the yard than he could have got it outside, or else he would not have kept it.

By Mr. JONES:

Q. Why should he have been allowed to take 18,000 or 20,000 more of white-pine lumber than he needed?—A. 18,000 is not a great excess to be left after a ship is completed, taking into consideration the fact that some of the work requiring white pine was afterward changed to use yellow pine. He returned the white oak he did not want.

Q. Is not that white pine worth $60 or $70 a thousand outside?—A. I think it is. It is very fine lumber.

By Mr. HARRIS:

Q. At what rate did he get it?—A. He paid $60 a thousand for a portion of it. That is not the kind of pine lumber there to-day. We found generally 2-inch white-pine lumber over there. I merely mention that as an illustration of the fact that lumber is sometimes furnished from the yard cheaper than it can be bought outside. Our white-pine stage-plank is 4½ cents. That is inferior stuff that we had orders to lend him, and if he did not return it to charge it to him. 8,317 feet he did not return, and we charged it to him.

By Mr. MILLS:

Q. Is that all the pine you found over there; did you make a correct measurement of it?—A. That is all we found. We did not make an accurate measurement, but we measured the piles by the eye and calculated there were about 18,000 feet; and when we met Mr. McKay he immediately entered into an explanation, without our saying anything to him. He says, "I have got 18,000 feet of white pine stowed over there, and I will tell you how I got it," which showed that our rough estimate was about right.

By Mr. BURLEIGH:

Q. Have you ascertained whether coppering the bottom of the Adams is paid for or allowed by Mr. McKay?—A. Yes, sir; that is charged in this $27,000.

By Mr. MILLS:

Q. Mr. McKay said last night that he thought he owed the Government about $33,000, and had been told so, and you have only got him charged with $27,000.—A. I don't know who told him so.

Q. Do you think that, with the amount of lumber that you furnished him he could have built that vessel and had that large surplus left? You furnished him only $27,000 worth, and he has got 18,000 feet of pine lumber left.—A. No, sir; that was not it. I did not furnish this white-pine lumber.

Q It was from the yard?—A. Yes, sir.

Q. I mean the Government when I say "you."—A. Yes, sir; $27,000 is a large amount of money for these extra things. We did not furnish him with all the lumber. Some of the lumber, plank, &c., he bought himself. I asked him about the yellow-pine logs that somebody said he had got. That, probably, was for water-ways—heavy pieces. He said he never got a stick of it from us, but bought that all outside. If a contractor is to have authority from the Navy Department to come here and take our stuff and carry it over to East Boston, and we are to give him stuff whenever he calls for it, we are at his mercy, to a certain extent.

Q. Will you give the committee the items of the materials that you furnished Mr. McKay, that you have charged?—Yes, sir. The following is the list of lumber and timber material:

Material delivered Donald McKay.

Appropriation: Eight steam-sloops.

1875.			
May 22.	648½ feet white-oak plank-stocks	$0 60	$389 10
	825 locust treenails, 30 inches	05	41 25
	2,000 white-oak wedges	05	100 00
	2,054 feet, board-measure, 2-inch white-pine plank, No. 2	06	123 24
	21,559 feet, board-measure, white-oak plank, per M	95 00	2,048 10
	3,888 feet, board-measure, 4-inch yellow-pine plank	07	272 16
	14,825 feet, board-measure, 5½-inch white-oak plank	08	1,186 00
	4,025 feet, board-measure, 1-inch white-pine boards, No. 1	06	241 50
	2,904 feet, board-measure, 5½-inch white-oak plank	08	232 32
	5,000 feet, board-measure, 1-inch white-pine boards, No. 1	06	300 00
June 4.	16,486 feet, board-measure, 1 and 2-inch white-pine plank and boards	06	996 16
	1,000 white-oak wedges	05	50 00
	162 cubic feet white-oak plank-stocks	60	97 20
9.	26 white-oak knees, limb and roots	..	331 58
11.	1,611 feet, board-measure, 1-inch white-pine boards, No. 1	06	96 66
	2,073 feet, board-measure, 3-inch white-pine deck-plank	05¼	108 83
12.	25 white-oak knees, limb and roots	..	353 01
13.	366½ cubic feet yellow-pine plank-stocks	..	206 75
	293½ cubic feet white-oak plank-stocks	75	220 13
20.	11,265 feet, board-measure, white-pine deck-plank	05¼	591 41
	8,677 feet, board-measure, 1-inch white-pine boards, No. 1	07½	650 78
23.	2,005 feet, board-measure, 3-inch white-pine plank, No. 3, stage	06½	130 33
	201 cubic feet white-oak plank-stocks	75	150 75
	1,052 feet, board-measure, 1-inch black-walnut boards	08½	89 42
1874.			
June 27.	7,115 feet, board-measure, 1¼-inch white-pine plank, No. 1	06	426 90
	2,515 feet, board-measure, 2-inch white-pine plank, No. 1	06	150 90
	234¼ cubic feet white-oak plank-stocks	75	175 88
Oct. 1.	8,317 feet, board-measure, white-pine stage-plank, No. 3	04½	374 27
	9,019 feet, board-measure, 1¼-inch white-pine plank, No. 1	06½	586 23
Nov. 7.	154 white-oak knees, limb and root	..	2,406 61
1875.			
Oct. 15.	100 feet, board-measure, 3-inch yellow-pine plank	07½	7 50
			13,127 97

CR.

11,624 feet, board-measure, white-oak plank	09½	1,104 28
9,916 feet, board-measure, white-oak plank	08	793 28
9,786 feet, board-measure, white-pine plank, stage, No. 3	..	486 33
2,620 feet, board-measure, yellow-pine plank	07	183 40
6,850 feet, board-measure, white-pine plank, deck	05¼	359 62
814 cubic feet white-oak plank-stocks	..	535 50
600 locust tree-nails	55	30 00
3,264 feet, board-measure, 2-inch white-pine plank	06	195 84
6,727 feet, board-measure, 1¼-inch white-pine plank	06½	437 26
1,322 feet, board-measure, 1½-inch white-pine plank	06	79 32
		4,204 83

Q. How much did the galvanizing of the iron by the Government, which Mr. McKay should have done under his first contract, cost?—A. I think it is less than $100.

Q. Have you ever been asked to furnish a detailed statement of the items of labor and work done by the Government, and to be done on the Essex and Adams respectively, and to estimate the cost of labor in each item?—A. That would be a big job to get up, but I can make a close approximation to it on the spot. I think I said in Washington that it would cost $1,000 to finish the Adams and $4,000 to finish the Essex, on the part of the Government. We have got Mr. McKay's bill, and we know just exactly what the ship is going to cost, provided those estimates of $1,000 and $4,000 are right.

Q. I asked you to furnish the items about which a dispute arose; who decided the questions, and in whose favor. Can you furnish them now?—A. I found only one item on the second contract, and that was the item of ours for the boats. He has been released from that on the second contract. It is a small matter, but it was in his favor.

Q. Was any of the iron-work that came here on the Essex, and not attached, used on the Adams?—A. Not that I know of; I don't recollect about that.

Q. How long did you say you had been on the yard as constructor?—A. From the 26th day of September, 1874.

Q. Can you tell whether any vessels were being built on the yard when you came here?—A. The Vandalia was being built, and was nearly ready for launching at the time I came.

Q. Can you tell the committee whether or not the bending-machine was used, and if used, to what extent?—A. The bending-machine has been chiefly used since I have been here in bending timbers for the Miantonomoh and class.

Q. When was the first time you used the machine?—A. I think the machine was in use when I came, bending some things.

Q. For what purpose?—A. For the Vandalia; that is my impression.

Q. Before you came to this yard had you heard of machines for bending timber for ship-building?—A. I had heard of such machines.

Q. When were those machines in existence that you had heard of?—A. I had heard of the fact of timber being bent for thirty years past.

Q. Did you hear of it being bent for the knees of ships?—A. I think the first that I ever heard of timber being bent for the knees of ships was that bent for Mr. Griffiths.

Q. How long since?—A. Probably four or five years ago: not a great length of time.

Q. Didn't you know there was a bending-machine in New York twenty years ago for bending timber for the knees of ships?—A. I have heard of such a machine. I think I heard that Mr. Lenthall condemned the whole thing. That is about all I heard about it.

Q. You never heard about the durability of timber bent by such machines?—A. No, sir; I never heard anything about it.

Q. Do you know whether you had formed any opinion before you came here, in regard to the bending-machines?—A. Yes, sir; I had formed an opinion from what I had heard of it.

Q. What was that opinion?—A. It was adverse to it.

Q. Has the machine been used recently for bending timbers?—A. Yes, sir.

Q. For what purpose?—A. For the Miantonomoh, Terror, and class.

Q. For sheathing them outside?—A. Yes, sir.

Q. Do you approve of that purpose?—A. No, sir.

Q. In bending timber for this purpose, is the grain of the timber damaged and the timber weakened?—A. Yes, sir.

Q. Did you require the timber used for this special purpose?—A. Some of it.

Q. What did the timber cost?—A. Some of it that I required for that special purpose cost 90 cents a foot.

Q. What would timber, naturally curved, of the proper size, worked out for this purpose, cost, in ordinary lengths?—A. It would cost about 40 cents to buy it, and the other fifty would about work the shape out of the rough wood.

Q. Would that timber have been stronger than this timber that is bent?—A. Yes, sir: but I must explain here a little. I do not want the committee to understand that I think a frame made out of short pieces of timber is as good as a frame made in one continuous length from the heel to the rail; but a frame of live-oak, made of short pieces of timber, is infinitely better than a frame of white oak made of pieces extending from the heel to the rail.

Q. Could not such timber, with such skill as you have, have been bent sufficiently for the purpose without the use of the bending-machine?—A. Yes, sir; to some extent.

Q. You have said that bending this timber injured the grain and weakened the timber. The natural timber would not be weakened in breaking the joints and sheathing over it. Could you not, by your skill, fasten the pieces so that the timber would be as strong as timber bent by the machine?—A. The probability is, that while the ship was new the bent timber would be the stronger; but in a few years, when the timber began to decay, the timber that is not bent, being live-oak and perfectly sound, would be the strongest. But then there is another point right there. The experience of thousands of years has shown that a ship well built of short pieces of timber to make up the frame, is sufficiently strong for all purposes to be at sea.

By Mr. JONES:

Q. Cannot these iron ships that you propose to cover with wood be covered with white-oak timber that you can buy at 40 cents cheaper than you can take this straight timber and bend it in the machine and put it on?—A. I think they can.

By Mr. BURLEIGH:

Q. You said you did not approve of the purpose for which this bent timber was to be used to cover the bottom of the Miantonomoh.—A. I did not say the purpose; I said the plan. I do not approve of that plan of covering, because the timber will rot eventually, and it will be very difficult to keep the ship so tight that the salt water will not be confined in that open space, and consequently the iron will oxidize and be destroyed almost as if it was exposed to the water at once, directly.

Q. Won't it more?—A. Possibly more.

Q. Is there any possibility of getting at the bottom to clean it and paint it?—A. No; they don't want to paint it. Probably before we plank the ship that space will have to be filled solid and caulked to prevent the water from accumulating.

Q. Will that prevent it?—A. O, yes, that will prevent it.

Q. So that no water will get at the iron-plating of the vessel?—A. No water will get at the iron-plating of the vessel, I think; how can it?

Q. Did you ever know a ship that did not leak?—A. I believe I have.

By Mr. HARRIS:

Q. While you say you do not approve of the plan of covering an iron ship with wood, do you know of any better way, if you are going to do it, than to use bent timber to do it with?—A. I object to the plan of covering with wood.

Q. That is not the question; the Government have adopted that plan for certain vessels; now, can you cover the Miantonomoh cheaper or better with wood worked out by tools than you can by timber which has been bent in this machine?—A. Taking everything into consideration, that is, the destruction of the grain of the timber by this bending process, I would rather work out the timber by hand, or saw it out without bending it, than to put it on the vessel in that manner.

By Mr. JONES:

Q. You think it would be cheaper for the Government?—A. In the long run it certainly would, taking everything into consideration. I was asked in regard to the material sent from the yard. By a letter dated June 12, 1875, we got authority from the bureau to send the iron that belonged to the Oregon to John Roach. The amount sent under that order was $1,444\frac{242}{2240}$ tons plate armor. In a previous letter, dated September 14, 1874, the chief says: "You will please direct that the material and fixtures belonging to the Miantonomoh be collected and inventoried and sent to John Roach, Morgan Iron-Works, New York, by the first opportunity with a Government vessel." The amount of that material was $754\frac{395}{2240}$ tons side-armor and deck-plating.

By Mr. HARRIS:

Q. I notice that Mr. McKay was charged May 22, 1875, with 21,559 feet white-oak plank, at $95 a thousand—$2,048.10. He is credited with 11,624 feet white-oak plank, at 9½ cents a foot—$1,104.28; do you understand that that which he returned was the same embraced in the item which he bought?—A. Yes, sir; there are other items of the same kind along down the page.

Q. What I want to find out is whether the lumber which you received back was as good on the average as that which he received?—A. Yes, sir.

Q. Was there any culling or selecting, as far as you know, which left this 11,624 feet less in value per foot than the 21,000 feet which he received?—A. I think not; I think he culled and selected it merely to suit his dimensions.

Q. Where was the culling and selecting done?—A. In East Boston, over on his yard.

Q. Did he cull and select it here before it went to East Boston?—A. I understand he did.

Q. Then if he culled and selected it here, he got a good cull here?—A. Yes, sir.

Q. Did these pieces come back cut?—A. No, sir, not to any extent; and I understand that, when cut, deduction was made; if there was any piece came back cut, he was charged with the balance; but as a general thing this timber came back in long pieces, just as they were taken. I would say here that I was a little surprised that such good stuff should be sent back, but Mr. Hersey, his foreman, said that it would not work to advantage.

Q. So far as you know, was what he took better than what he returned?—A. I judge it was all good, for he took it for good. My impression is he selected it because the dimensions suited him better.

Q. Was the lumber he sent back worth 9½ cents a foot?—A. Yes, sir; just as much as it was when he took it.

By Mr. BURLEIGH:

Q. Was it not a great advantage to Mr. McKay to have a selection from a large pile of plank, and to be able to take just what he wanted to suit his purposes?—A. Very great.

Q. Could he have done that if he had bought his lumber outside?—A. Not without paying an additional price for the privilege.

By Mr. HARRIS:

Q. I notice that there were 9,916 feet of white-oak plank returned and charged at 8 cents a foot, and that he received at one time, 14,825 feet at the same price, 8 cents a foot; and also received, on another occasion, 2,904 feet of white-oak plank at that same price; do you know whether this had been cut or culled?—A. There was none came back, to my knowledge, that had been cut to any extent.

Q. I find him credited with 9,786 feet of pine plank stage at 3 cents a foot; are you sure he received any at that price?—A. I am not clear about that. (This 9,786 feet is No. 3 plank, but at more than 3 cents a foot.)

Q. If you received it back at 3 cents a foot, did you make a deduction for its use and injury?—A. It has not been, to my knowledge, received back at a less price than it was charged. If it has been, then clearly the clerk has not done what he was ordered to do. The directions were, that when he delivered the stuff he must be credited with just exactly what we charged him, except in the matter of copper.

Q. I find 2,005 feet 3-inch plank charged at 6¼ cents for staging. I find he returned 9,786 feet of pine-plank staging apparently at 3 cents. The total is $486.33; 2,620 feet yellow pine at 7 cents a foot, $183.40; 6,850 feet white-pine deck-plank at 5¼ cents, $359.62; 814 feet white-oak plank-stocks, $535.50; 600 locust treenails at 5 cents, $30; 3,264 feet 2-inch white-pine plank at 6 cents, $195.84; 6,727 feet 1¼ inch white-pine plank, 6½ cents, $437.26; 1,322 feet 1½-inch white-pine plank at 6 cents, $79.32. Was all this material which he returned to you received as of the same kind, quality, and value as that which was delivered to him?—A. Yes, sir; that was the understanding.

Q. Do you suppose it was equally as good?—A. I believe it was. I believe he returned the identical stuff. The orders were that he should be credited just what we charged him.

Q. Have you any idea that in selecting from the quantity taken he selected the best stock?—A. I have no doubt he did.

Q. To that extent, then, the Government was injured by furnishing him the plank?—A. I don't think the Government was injured at all. He selected the best as we should select the best if we were building a ship.

Q. He had the privilege of selecting the best, taking what he thought necessary and returning the balance?—A. Yes, sir; we should have done the same in the yard. I think that was fair if the Government gave him the stuff at all.

Q. This was merely a sale by the Government to him, and he had the privilege of picking out what he wanted from the Government stock and returning what he did not use. There was some advantage to him in that respect, was there not?—A. There was some advantage.

Q. Do you know by what law or authority the oak or pine plank or lumber of any kind was sold to him under the contract?—A. Yes, sir.

Q. Who authorized you or your predecessor to sell lumber to him?—A. The chief of bureau conferred that authority.

Q. The contract does not give him that right, does it?—A. Not that I know of.

Q. Now, would you say that the system of allowing outside contractors to supply themselves from the Government stores is a good system?—A. No, sir; it is a miserable system.

Q. Suppose you were to go on with the contract system to a very large extent, abandoning the Government work here in the yard entirely, and were to furnish the contractors just what they might want, would not the Government be a large loser by the operation?—A. Yes, sir.

Q. All remnants, bad lumber, lumber not adapted to the work, would ultimately be left on the hands of the Government, wouldn't it?—A. Yes, sir; but bad lumber would be left on the hands of the Government anyhow, whether we did the work, or anybody else.

Q. Do you consider that there is any authority on the part of the naval constructor to authorize the sale of anything that belongs to the Government to outside parties, even though they have made contracts with the Government?—A. There is no authority on the part of the naval constructor.

Q. Well, is there any authority on the part of the chief of bureau?—A. I think, under the Secretary of the Navy, there is. Apart from the Secretary of the Navy, I think not; but by order of the Secretary of the Navy, I should think there was authority.

Q. But you still think it a bad system, liable to abuses, and involving a loss to the Government?—A. Yes, sir.

Q. Don't you consider white-oak plank which the Government have paid 95 cents a foot for, brought here and stored until it is perfectly dry, and in the best possible condition to go on to a ship, worth more than any lumber which a constructor could buy outside in quantities sufficiently large for his purpose?—A. For planking a ship above water it is; for planking a ship below water, it is not.

Q. Do you not consider that such lumber as that gains in value in the hands of the Government, when properly taken care of for a period of time?—A. For a period of time it does.

Q. Should you consider a vessel built of that lumber would be a little better for the Government?—A. Far superior.

By Mr. JONES:

Q. Were any bills made and approved on the Adams or Essex, when you were away on that survey, by the acting constructor of this yard?—A. On the first contract there were no payments made while I was away. On the second contract there were two payments made.

Q. To what amount?—A. November 1, 1875, by John F. Hanscom, $5,000: November 10, 1875, by F. L. Fernald, $5,000. That is all on the Adams. On the Essex there were made while I was away the following payments: September 21, by John F. Hanscom,

$5,000; November 1, by John F. Hanscom, $5,000; November 19, by F. L. Fernald, $5,000. All the other payments were made by myself.

Q. By whose orders were those bills made?—A. In the absence of the naval constructor, the assistant naval constructor, by the terms of the contract, had authority to certify the bills.

Q. Did your assistant constructor make them himself, or was he ordered to make those bills?—A. I do not know how it was done. When Mr. McKay wants a payment he makes out a bill himself.

Q. If you had been here should you have approved those bills?—A. It is impossible for me to tell whether I should or not, because before I approve a bill I examine the condition of the work, to see whether he is entitled to payments.

By Mr. BURLEIGH:

Q. It was not an over-payment?—A. I think not. I have approved one bill within two weeks. It depends upon the amount of work done whether they were due or not.

Q. Did I understand you to say that McKay received nothing for launching the Adams?—A. Nothing, except a loan of some chains and other fixtures used in launching.

By Mr. HARRIS:

Q. What, in your judgment, would be the cost of launching that vessel?—A. In the manner in which they launch vessels at East Boston, it could be launched for about $300. In the navy-yard it would cost more money. They launch there in a manner which we could not afford to risk, but still they get them off, sometimes safely and sometimes not; but I suppose, in nine cases out of ten, perhaps more, safely. It is rarely that you hear of an accident; but when one accident like that happens to a naval constructor it is likely to fix him, and therefore they cannot afford to risk it.

By Mr. MILLS:

Q. You said that on November 1 and November 19 two payments were made, one on the Essex and one on the Adams, of $5,000 each time, making $20,000. Do you think those boats were sufficiently advanced in that short time, eighteen days, to have entitled Mr. McKay to receive those payments?—A. It is not impossible that that should be the case.

Q. I know you might put 2,000 men on them and finish them in a few days, but I am talking about what you know of those boats, and the condition in which they were when you left here, and in which you found them when you came back.—A. From the condition in which I found the vessels when I came back I should say, on the whole, the Adams being very nearly completed and the Essex not far behind it, that the payments were properly made.

Q. Had there been $10,000 worth of work done on the Adams during those eighteen or twenty days?—A. No, sir; that is not the way to estimate it. It is the amount of work done according to his contract. If he gets $10,000 for doing $5,000 worth of work, we must pay him the $10,000. I may think he has only done $5,000 worth of work, but if the contract says $10,000 we must pay it to him.

Q. Where was Mr. Fernald at the time he was sent to take your place while you were away?—A. He was at the bureau assisting the constructor at Washington.

Q. Was he sent here to act as naval constructor by the chief until you returned?—A. Yes, sir; part of the time; the other part Mr. John F. Hanscom was here.

Q. Mr. F. L. Fernald is a brother-in-law of the chief, is he not?—A. He is a nephew of the chief, I believe.

Q. Did not one of the Fernalds marry Isaiah Hanscom's daughter?—A. Not that I know of.

Q. Have you not been called on to approve an account of Mr. McKay for payment?—A. Yes, sir.

Q. And you have done so?—A. Yes, sir.

Q. By whose order?—A. It did not require any order, only the general order. When I think the work has progressed to a sufficient extent to authorize payment, I make it.

Q. When you look over the condition in which the Government has been placed by Mr. Hanscom by the payments which he has required to be made, and the amount of work from which he has released the contractor, don't you think you would be justified in withholding some of the payments until the Government settles with this gentleman?—A. No, sir; I am justified in withholding the last payment on the Essex because the last payment is small—about $5,000—and he can finish the work now to be done for about $2,500. I think I have secured the Government abundantly.

Q. Don't you think that the Government will desire to have that $22,000 worth of work from which Mr. Hanscom has released this man investigated, and compel him to pay it?—A. That is on the Adams. There is nothing due on the Adams until the vessel is completed.

Q. How much is due on the Adams?—A. Fourteen thousand and some odd dollars on the first contract.

Q. When you have charged him with the $27,000 worth of timber which he has received, then how much is due?—A. Fourteen thousand and some odd hundred dollars on his first contract, and about $5,000 on the second. There is about $19,000 due him on the Adams.

Q. Then he owes the Government $22,000?—A. No, sir; not by the present ruling of the chief.

Q. Don't the letters say that the frame is to be delivered to him?—A. Yes, sir.

Q. The contract said not a word about the frame, did it?—A. No, sir; the contract says deliver him the timber.

Q. That is the frame, isn't it?—A. The frame timber.

By Mr. HARRIS:

Q. Suppose you had before you the plans and specifications of a ship of a certain size, which was to be built in this yard, and you had instructions to select the frame for that vessel; in selecting it, would you select a piece of timber adapted to each piece of the frame?—A. Yes, sir; as nearly as possible.

Q. Saving, waste, and all that?—A. Yes, sir.

Q. And that you would hand over as the frame?—A. Yes, sir.

Q. But Mr. Hanscom in this case has not only done that, but he has ordered a certain amount of work to be done on the frame; that is, he has made the frame?—A. Yes, sir.

Q. What advantage or disadvantage was the alteration in the hatches?—A. I think it cost him $125 more to do the work when it was so ordered. I will read the order for it:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*March* 1, 1875.

"SIR: Referring to the drawings and specifications for the sloop-of-war Adams, building by Mr. D. McKay, under contract, the corners of the iron hatches were to be of angle-iron. It is deemed advisable to have these corners of composition, as in the sister ships, which corners will be furnished by the Government, the contractor allowing the cost of iron corners, provided the work is equal in both cases.

"The after hatch also, which by the plans and specifications is to be of wood, will be of composition, the plates to be furnished by the Government.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"Commodore ED. T. NICHOLS, U. S. N.,
"*Commandant Navy-Yard, Boston, Mass.*"

BOSTON, *March* 23, 1876.

WILLIAM HICHBORN sworn and examined.

By Mr. JONES:

Question. What is your occupation?—Answer. Foreman ship-joiner in the navy-yard.

Q. How long have you been employed there in that capacity?—A. Since June, 1861, excepting an interval of eight months in 1869.

Q. Do you know of any rejected articles being received in your department?—A. No, sir.

Q. Were you present when the bending-mill was built?—A. Yes, sir; I was.

Q. Did the Government build the building?—A. No, sir; it was built mostly by the contractor, I should say.

Q. Who was that?—A. Mr. Griffiths put in the machinery, but whether he built the building or not, I don't know; but it was built by contract at the same time he put it in.

By Mr. BURLEIGH:

Q. Did you do any joiner work on that building?—A. Yes, sir; I did some.

By Mr. JONES:

Q. What did you do?—A. I planed out in my joiner's-shop a good deal of the stuff and got out the molding for the roof, and finished up the engine-house inside.

By Mr. BURLEIGH:

Q. The material for the whole of that building was furnished by the Government, was it not?—A. That I cannot say.

Q. Where did you get your stock?—A. I got mine from the Government; sent down to the timber-inspector and got it.

By Mr. JONES:

Q. How much work did you do on that building, putting it all together?—A. It was extended over so long a time that I cannot tell. They kept sending stuff to the joiner's shop to be planed, and various things the whole time, almost every day, for three or four months.

By Mr. BURLEIGH:

Q. Didn't you get out the windows?—A. No, sir.

Q. Nor the sashes?—A. No, sir.

Q. Nor the doors?—A. No, sir.

Q. State what you did get out.—A. Well, I did the planing, sawing, and such like as that, and the moldings around the roof I recollect particularly about, because there was a large hole. I finished up the engine-house, and sheathed the steam-pipes, and the engine, and all about the machinery inside there. The engine-house was of brick, outside of the main mill, and I finished it up, sheathed and paneled it all. I finished it up nice.

Q. Didn't you plane and match the boards for the outside?—A. I am not sure about that. They sent so much there that it would be a question of memory on that point.

Q. Don't you know how the walls of that building were built?—A. Why, it is a common frame building boarded in.

Q. Do you know whether the boards were matched and planed or not?—A. I cannot say.

By Mr. JONES:

Q. Did you keep any account of the time you worked on it, and the material furnished by the Government?—A. No, sir; I didn't keep any account. That is, my monthly report to the constructor showed what I was doing.

Q. You were not ordered to keep that separate?—A. No, sir; it all went into general purposes.

By Mr. BURLEIGH:

Q. Was it not charged to Mr. Griffiths?—A. No, sir: it was not charged to Mr. Griffiths.

Q. Don't you think you did all the planing and joining of the boards that he used in that building in your shop?—A. No, sir; I don't think I did the whole of it.

Q. Where else could he get it done?—A. Well, he might have got it done outside. There are plenty of planing-mills outside.

Q. Did you, or your hands, go into the building to do any work?—A. Not in the building to do any work, except the engine-room. The ship-carpenters worked on it a good deal. They didn't call upon my gang, although it would more properly have come into my department; but they didn't call upon me.

Q. They did call upon you to do some planing?—A. Yes, sir; they did.

Q. Whatever could be done in the shop they called upon you to do?—A. All I did to the building, you might say, outside of finishing off this engine-room, which was a special joiner's job, was to case the steam-pipes, the crooked elbows, where the steam goes through, and sheathe it all up and finish it off, and finish the windows and doors. I got out a good deal of the work for them to put together. They kept sending to me all the time; but I should not judge I did the whole, because it was a pretty big job. It is a large building.

Q. Didn't you case the windows in the main building?—A. That is only a rough concern any way. The building is not finished inside.

By Mr. JONES:

Q. Can you tell by your books about how much labor you did on that building?—A. I don't think I could separate it from the other accounts, for it went into general purposes. I mentioned the different jobs I was doing, costing so much.

Q. By whose orders?—A. The naval constructor's orders.

Q. Who was naval constructor at that time?—A. In the first place, what first attracted my attention to it was my man saying, "They keep sending stock to do." I says, "You shall not do anything." The next thing he said to me was, "Mr. Hanscom, the naval constructor, has come and told me to do it. "Then," I said, "I suppose you must do it."

Q. From whom did you get your orders to finish off the engine-house?—A. From the naval constructor, Mr. Hanscom; that was a verbal order. He used to see me and tell me to do thus and so, and would not give me anything in writing.

Q. How many men would you put on to this work at a time?—A. There would be two or three men and laborers at work on our planing-machinery; perhaps they would send up half a day's work, and they would do that, and then they would have work for a dozen different shops.

Q. I want you to get at about the average number of men you kept on this work for that building every day?—A. I should not think it would average—to divide it up—more than a day's work that they sent for every day; that is, aside from the engine-room. I had 12 or 20 joiners down there several days.

Q. How many men did you have there?—A. I recollect that myself and my foreman talked it over, and we thought the work we did inside the engine-house and around there amounted to about $700.

Q. How much labor did you do up at the shop; as much more?—A. That included getting out all of my stock, and going down there and doing the work.

Q. Can you not give an estimate of how much all the work you did on that building amounted to?—A. I should say all the work I did for them in planing and sawing, the work on the engine-house, and all, would not vary many dollars from a thousand dollars, to the best of my judgment.

By Mr. JONES:

Q. Do you know of any money being raised to give any officer or any member of h family presents?—A. I don't suppose I know any more than every man in the yard know that they gave a present to Naval Constructor Wm. L. Hanscom, or his wife, Mrs. Hanscom.

Q. How much did you raise for that purpose, or how much was raised?—A. Betwee eight and nine hundred dollars; that is, the executive committee told me that that was th amount they had.

Q. Do you know what they gave her?—A. I was invited to the house in the evenin and saw the presents there; a thousand men saw them.

Q. Well, what were they?—A. I cannot seem to think, except a camel's hair shaw Whether it was a necklace or a diamond ring—I cannot seem to think of anything excep the camel's hair shawl. I know I saw that. It laid on the table for everybody to see.

By Mr. BURLEIGH:

Q. Who were the largest contributors to that present?—A. I cannot say; I know noth ing of the details about that at all.

By Mr. HARRIS:

Q. Did you not get the contribution from your gang?—A. There was a contributio handed in to me from my gang; but the thing was not very popular with my gang, an the sum was rather insignificant.

Q. Didn't you collect it?—A. Yes, sir. I didn't go around and ask anybody. The handed it in to me. I don't know that they knew that they were giving a present to Mrs Hanscom. There was something said about marching down with a band of music, an those who wanted to contribute could contribute for the music, and a man might have con tributed to the music, or the present, or anything else he saw fit to ease his conscience or I don't know in regard to that. I extended an invitation to my own men to call at Mr Hanscom's house, at the request of Mr. Hanscom. Before I called the roll, I said that Mr Hanscom was going to have a tin-wedding and wanted all the men to visit him who woul in the evening, and then I told them what the committee had told me—that there was to b a band of music and they would meet at a certain place.

Q. How long was this before Mr. Hanscom left the yard?—A. I think a very short tim He was not there a great while, anyway. He came there from California, staid a while, an then went off.

By Mr. JONES:

Q. Do you know of any furniture being improperly taken away from the yard by an officer, or any member of his family, or any one else?—A. I don't know hardly how to an swer that. We have made furniture for the constructor's house, and I suppose it is ther now; I don't know. I have not been to the building.

Q. Do you know whether any furniture was taken away improperly, that belonged to th Government?—A. The assistant constructor, Mr. Fernald, (I believe he was assistant con structor at the time,) sent to the joiner-shop and got a nice desk that was made for one of th ships.

Q. What did he do with it?—A. He carried it to his house. I rocollect it, because h got my quarterman to alter the cornice of it to go into a recess; but it was the understand ing that he should fetch it back again.

Q. Was his house in the yard?—A. No, sir; it was outside. I know I had to make an other desk to replace it when the ship went off.

Q. Do you know whether that desk has been brought back or not?—A. It has not com back, to my knowledge, since I have been there.

Q. Do you know of anything else?—A. No, sir.

Q. What was the value of that desk?—A. Perhaps it was worth seventy or eighty do lars.

Q. Do you know, or have you heard any of your men state, when you have sent them t pack furniture for anybody else who was leaving the yard who had been in the employme of the Government, that they had taken any of the furniture away with them that belonge to the Government?—A. I know I have made furniture for the constructor's house—blac walnut bedsteads and such things as that. I should not have thought of it if you ha not asked me. There were two black-walnut bedsteads made, and one of the men wh worked on them happened to be at the constructor's house, and he told me there wasn't bu one there now. I think that constructor was William L. Hanscom.

By Mr. BURLEIGH:

Q. Was that after Mr. Hanscom left?—A. Yes, sir.

By Mr. JONES:

Q. Did you make any bureaus or drawers or cases?—A. I don't know. I was contin ally doing something for the constructors in that line, and they most generally borrowed fu

niture belonging to the ships to be sent to the house. Sometimes they would order me to send a man down for it, and sometimes the store-keepers. They were absolute in those hings. I had nothing to do with it.

Q. Were those things generally brought back?—A. I cannot tell about that, as I did not charge them. There seemed to be more borrowing than there was fetching back, as a general thing, always; but I could not make any point in regard to that.

By Mr. HARRIS:

Q. Were you ever startled by anything being brought back?—A. No, sir.

Q. You would have been if you had seen it, would you not?—A. If it had been of any importance, I should have been rather surprised to have it brought back.

Q. You speak of the constructor; do you know of any one else?—A. Well, the constructor was continually borrowing furniture belonging to the ships, and all the officers around the yard; of course with the understanding that it should be brought back.

Q. Did the officers bring the furniture back?—A. Sometimes they did, I guess, and sometimes they didn't.

Q. Do you know who those officers are?—A. No, I can't tell. Such things have been going on for fifteen years, more or less. It is a kind of custom to lend around.

Q. The furniture of ships is borrowed by the officers?—A. There are lots of ships laid up at the yards, like the Niagara, which will probably never go to sea, and sometimes we take some of their furniture and put on board another ship. It is a kind of scattered arrangement; not much of an arrangement, any way.

By Mr. BURLEIGH:

Q. Do you recollect taking any of this stuff and putting it on board any new ship that went away?—A. Yes, sir; I have hunted it up, and anything that was suitable I have put on board the new ships. When they built the torpedo-boat, I hunted up nearly all the furniture that was put on board of her.

Q. Did you go into the officers' quarters for it?—A. No, I took it out of the shops, where it was. It wouldn't be a very popular thing for a man to dig around in an officer's house and pull out anything.

Q. Do you select your men in your own department?—A. As a general thing I do; but not as an absolute thing.

Q. Who selects them for you?—A. There are a considerable number of men sent from Washington by the chief of bureau.

Q. Does he fix what pay they shall have?—A. Yes: the order most generally comes in that way. In some cases, when they are not good for anything, it says, "First-class pay." I never have had half so much in that line as I think the other foremen have. My gang is a different class of men—rather an intelligent set of men, ship-joiners are; different from iron-workers, boiler-makers, iron-platers, &c. I don't think I have been troubled in that line nearly so much as I have learned other foremen have in my association with them.

Q. Do you feel at liberty to discharge a man of that kind who is sent to you by orders of the Department?—A. The constructor at the yard has always interpreted it in this way: that if a man was sent we obeyed the order if we set him at work, and if his services were not required he should be discharged, unless there was a special order that he should be employed, which sometimes comes.

Q. You have sometimes had special orders that they should be employed and not discharged?—A. Yes, sir; I have. I have had one or two of that kind.

By Mr. JONES:

Q. Were they of that class—the highest pay and the poorest workmen?—A. One of them was the poorest workman I had.

Q. Do you know of any bribes or money being paid to any officer?—A. No, sir.

Q. Do you know of any abuses around the yard that are detrimental to the Government?—A. No, sir; I don't know of any special abuse.

By Mr. BURLEIGH:

Q. The Government did not own Mr. Fernald's house outside the yard?—A. No, sir.

Q. How does contract work compare with Government work in your department?—A. I think it is very inferior to the Government work in the judgment of all my men, and it seems to be an honest judgment, too. My men are continually calling my attention to the defects of it.

Q. Did the Government furnish the tools and the materials to the contractors from your department in building the Adams?—A. Yes, sir; I had an order from the constructor, Mr. Easby, to let them have any tools and allow them all the facilities they wanted; but they did not call upon me for anything, except as a joiner might have borrowed a pair of match-planes for an hour or two, and I kept a sharp lookout for them and they came back again. They didn't carry anything out of the yard from my department.

Q. Did you plane any lumber for the Adams?—A. No, sir.

Q. Did you work on it at all?—A. Yes, sir: I worked on the Adams.

Q. While she was over in East Boston?—A. No, sir; since she has been to the yard. Some alterations that were decided did not belong to the contractor, they told me to do—making sky-lights, &c.

Q. How did the Burnetized timber operate, in your opinion?—A. Terribly bad.

Q. Was it as good as coal-tar?—A. No, coal-tar would have been a beauty to it. It was terrible.

Q. In what particular?—A. It seemed to kill the life of the wood, and it shrunk terribly, so that one of the seams opened an inch and five-eighths, and the calker wedged them up with pine wedges. Then the wood shrunk and bulged out, which required me to plane the ship all over. I did the joiner-work twice. I had to keep laborers scraping the stuff off on the outside, and then my men would plane it. Then when they were painting her they would keep calling on me, because the stuff would come through, so that I had to do the work two or three times.

Q. You say you did some of the joiner-work on the Adams, and also on the Essex?—A. Yes, sir; the alterations that the constructor, Mr. Easby, decided did not belong to the contractor he ordered me to do, such as altering the store-room, or dispensary, or cutting a door through and building sky-lights. They were going to have a railing and they concluded to have a sky-light. So that made a change and he ordered me to do it.

Q. After doing this work, did you make charges for it?—A. I charged so many days' work, amounting to so much for each vessel, in my monthly report.

Q. You kept each vessel separate?—A. Yes, sir.

Q. Do you know what amount any one of those alterations would be?—A. I should think what I did, if I finished what I left when they suspended us two months ago, would amount to about $500: I mean on both vessels—the Adams and the Essex. I cannot seem to subdivide the work. I know one alteration was having two skylights made.

Q. You think, then, it would be about $250 to each vessel?—A. Yes, sir, I do; but I think it would be more on one than on the other. I think the two would amount to about $500, as far as I have done and set out to do.

Q. Do you know whether there was any board called to survey those vessels and recommend any changes?—A. No, sir; I do not.

Q. Did you do any portion of the work for Mr. McKay on the Adams in your shop?—A. I did very little. By an order from the constructor's office I turned some lignum-vitæ buttons, which amounted to a day or two's work, and charged it; made a report, and sent it back to the constructor's office.

Q. Those were for the lockers and wood-work inside the vessel?—A. Yes. There was one vessel for which he said the Government furnished the material.

Q. Have you given all the work you have done on those vessels?—A. Yes, sir. I know of nothing but what I have told the committee. It is known, of course, to everybody there. Mr. Fernald, the constructor, came there temporarily, and ordered an alteration made in the skylight.

Q. When was that?—A. He came and staid a week some three months ago. He came when Mr. Easby was in Washington on some kind of board, or some other business.

By Mr. JONES:

Q. Have you any papers, or any information that you can give to the committee, that will be of service to the Government?—A. No, sir.

BOSTON, *March* 23, 1876.

SAMUEL DWIGHT sworn and examined.

By Mr. MILLS:

Question. What position do you hold in the yard?—Answer. Foreman of shipsmiths.

Q. How long have you held that position?—A. Four years.

Q. Do you know of any tools from this yard furnished Mr. McKay to build his vessel with?—A. Yes, sir.

Q. Who let him have them?—A. I did; from my shop; delivered them to him.

Q. Have they been delivered to you?—A. No, sir.

Q. How many tools of this yard has he now?—A. I can tell you just what he has had from my shop. There is one list of a part of them, [producing list.]

Q. Just read off the tools—A. [Reads.] "List of tools lent to Donald McKay for use on sloop-of-war building at East Boston, (that is, the Adams:) One anvil, 1 cast-iron sow, 30 pairs of tongs, 1 forge shovel and rake, poker and ladle, 57 top and bottom swedges, 22 top and bottom filers, 1 coppering-tool, 1 countersink, 6 flatters, 2 set-hammers, 26 pins and punches, 15 heating-tools, 1 rasp, 22 chisels, 2 sledges. Delivered June 9, 1874, as per order of naval constructor. Attest: Samuel Dwight, foreman of shipsmiths." There is the order I received for it. It is signed by Mr. Pook.

Here is another list:

"MAY 25, 1875.

"List of blacksmith's tools lent Donald McKay: Four punches; 14 top and bottom filers; 9 flatters; 2 pins; 4 set-hammers; 13 top and bottom swedges; 16 straight swedges; 18 chisels; 7 sledges; 30 pairs of tongs; 1 anvil; 1 cast-iron sow."

Those were the two lots I delivered; one by order of Mr. Pook, and one by order of Mr. Easby.

Q. Are those all the tools you have delivered him?—A. Yes, sir; it is all he has taken out of the yard. I have let him have a few swedges for driving his bolts with since he has had the yard.

Q. Has anybody else delivered him any tools on the yard?—A. Not that I know of.

Q. Have any of those been returned?—A. Not unless they have been returned since I have been suspended; but up to the 12th day of January they had not.

Q. What was the value of these tools? I suppose you made some estimate of the value of them?—A. No, sir; I did not make an estimate. I should judge that it was in the neighborhood of $600, somewhere about there. I should not want to say within a hundred dollars. I merely did as I was ordered, and he came there and took the tools.

Q. Of course you are not to blame. Did you do any ship-work for the Adams in the shop?—A. Yes, sir; I got out the shapes that he required—*i. e.*, the work that was done with bloom-iron; that was made of scrap instead of old iron.

Q. Who furnished that iron?—A. The Government furnished the iron, and I got out the shapes under the hammer that were required to do his heavy work, weighed it, and kept the account of each and every shape, and turned it into the constructor's account.

Q. Have you a memorandum of that?—A. I don't think I have. I think it is on the shop-ledger. The time is all charged to general purposes. I think it could be picked out.

Q. The time was not charged directly to Mr. McKay?—A. No, sir; charged to the Government. Then I made the bill of work that I did for him. I made the bill to the Adams.

Q. Including the labor?—A. Yes, sir; including the labor—the material and labor—and turned into the store for the Adams, stating it. Then he had to make a requisition and draw it out of the store.

Q. Who had to?—A. Mr. McKay.

Q. You charged for it at its actual cost?—A. Yes, sir; charged for it at its actual cost to a cent, as near as I could get at it. Then there were the alterations; and work that he would do in East Boston came over here, and the constructor would decide to alter. I had to make the alterations. It cost some considerable money.

Q. Was that charged to Mr. McKay?—A. No, sir; it was charged direct to the ships, and the ships paid for it.

Q. To what ships?—A. The Adams and the Essex.

Q. While the Adams was at East Boston did you do work of that kind?—A. On all ships that I drew.

Q. And that was not charged to Mr. McKay?—A. Not so far as I was concerned.

Q. Why didn't you charge that to Mr. McKay?—A. I had no orders to do anything of the sort. My orders were to do all alterations that were required after he had once done the work. My orders from the constructors were to do such alterations, without any further ceremony.

Q. Did you understand that the Government was to do that work from Mr. McKay without charge?—A. The alterations; that was the understanding I had, though I never had any conversation with the constructor. He merely gave me verbal orders to do certain alterations, and I did them.

Q. Was it alterations of your own work that you did not make fit?—A. No, sir; nothing to do with me, but his work.

Q. Did you alter his work so that it would fit?—A. Yes, sir.

Q. And in building that ship, if he did not make it fit right, he sent his iron-work to you for alterations, and you altered it at the expense of the Government?—A. No, sir; I did not say so. I say after he had done his work and it was put on the ship, the constructor, or whoever was superintending the work, ordered an alteration in a certain piece of work and it was sent to my shop and I did it without charge. I am not saying that I ordered it done on Mr. McKay's work for him. I don't think that would be hardly justifiable. He had made the work, and made it according to the plans and specifications, and it did not suit the constructor. We make a set of molds, for instance, for the boat-davits, placing them on the ship according to the drawings. After they get them made and place them there they find that the place will not work. In shifting them six feet farther aft or farther forward they have to alter the iron-work.

Q. In cases, then, where Donald McKay had done the work according to the specifications, and then the constructor found that the specifications were wrong, and had to make an alteration, how was that?—A. That I could not say. I could not say whether it was the specifications that were wrong.

Q. Now, in regard to those borrowed tools. Did you have to make other tools for the purpose of doing your own work, in consequence of the absence of these?—A. There are sixty

pairs of tongs there in that list, and of course he took the best in the shop, and of course sixty pairs of tongs are a great item in my shop.

Q. How much was the Government damaged by reason of having to make more tools to take the place of those that were taken away by Mr. McKay?—A. It cost more for labor than for anything else.

Q. You said you had to make as many tools in value as those he carried away were worth. —A. With the exception of the cast-iron sows and anvils, which of course I might not have to make. But my set-hammers, tongs, &c., I had to make.

Q. Did you at any time call upon Mr. McKay, or any of his agents, to bring back the tools that he had borrowed?—A. No, sir.

Q. Did you make requests upon your superior officer?—A. No, sir; I told Mr. Easby. The last lot of tools that were carried out, he sent me this order, which says, "Let Donald McKay have what tools he may select," but not to let him have any that would leave me in bad shape in case I had anything to do. I went and reported to him that, if he took the tools, of course it would leave me short. He said he must have them, and he came and took them, and selected what tools he wanted. Then I made a list of those tools and returned it to the constructor; so he had a list of all tools that were taken from my shop, in the constructor's office.

Q. What workman would be likely to let him have those tools which were mentioned by Mr. Gaddis, such as jack-screws, clamp-screws, &c.?—A. The head carpenter.

Q. What is his name?—A. Sampson.

Mr. MILLS. He spoke about it when he was before us a while ago, and said they had not been returned.

By Mr. HARRIS:

Q. Now, we were trying to get at, from you, what you meant by saying that certain alterations were made by you without charge to Mr. McKay; and you made the remark that when Mr. McKay had done his work, and the constructor required it charged in the iron-work, you made the change and charged it direct to the ship; and then you illustrated by saying that if the davits to the boat had to be moved five or six feet, then the iron-work had to be changed to meet that difficulty?—A. Yes, sir; very often.

Q. Now, did that change become necessary by the defective manner in which Mr. McKay had done it, or did you mean to say that it became necessary by means of the change of plan wholly?—A. By reason of the change of plan. I think every davit-hanger we altered after it had been made and fitted on once.

Q. Why did you alter them?—A. Because by order of the constructor they made changes and shifted them forward and shifted them aft.

Q. Why were they shifted forward and aft?—A. That I could not tell you.

Q. What change had to be made in the davits other than moving the step?—A. The two aft davits on each side are carried up on top of her quarter-deck, and it is necessary to shorten them, and some of them that were shifted a little forward where she tumbled in it was necessary to lengthen or shorten, and where they shifted them amidships, where she tumbled in it was necessary to lengthen them, so that the boatmen could drop down clear of the guns.

Q. Where was this done?—A. In East Boston. It did not suit the constructor.

Q. All that you made alterations of was stated in the specifications. I understand you that after the ship came here you were directed by the naval constructor to alter some work which had already been completed over there?—A. Completed by Mr. McKay, and brought here.

Q. So that it did not make much difference whether it was the first or the second contract. It was once done, and it was thought to be necessary by the constructor to alter it, and you did it under the naval constructor's direction?—A. Yes, sir.

Q. Now, do you know whether those alterations became necessary by the mistakes of Mr. McKay?—A. I should say not, because the davit-hangers were made just as I make them here, and were made perfect.

Q. Perhaps they were put in the wrong place?—A. That I cannot answer; they were made by Mr. McKay, and were made perfect, just as I would make them here exactly.

Q. But you are not informed whether Mr. McKay placed them in the wrong places by mistake?—A. They were not put in the wrong places. The change was by order of the naval constructor, shifting the boats farther forward or aft, so as to clear the guns.

Q. Was it not Mr. McKay's fault in putting them where the guns could not be moved?—A. There was not one put on the ship. In the first place, he worked from wooden molds. They take it and set it up upon the ship; place the wooden davit-mold in the hanger, and see if it was right. If they pronounce it right, he goes on and makes them. In this instance they pronounced it right. He made his hangers and brought them over here. He put them on and set them up there, and the constructor says, "I want to have them 6 feet farther aft." Then it was necessary to make the alterations.

Q. Then the alterations, in your judgment, were without fault on the part of Mr. McKay?—A. Yes, sir.

Q. Then it properly belonged to the Government to make the alterations?—A. That I could not say; the Government ordered them altered, and I altered them.

Q. If the constructor altered his plan, the Government should pay the cost of the change. How much in amount do you think all that work, which was rendered necessary by the changes which you made, would cost? Take the davit-hangers, for instance.—A. I altered all on the Adams. I could not tell younow, but I could give you the full amount from the books.

Q. Can you give us within $100?—A. Well, I should say $150.

By Mr. JONES:

Q. Do you know of any articles received after having been once rejected in your department?—A. No, sir.

Q. What is the quality of the iron in your department?—A. Well, sir, we have generally the very best of iron. There has not been a great deal of iron come into the yard since I have been foreman. But during my foremanship we have manufactured iron down in the rolling-mill which was of extra quality. I had some 150 tons of scrap, which I turned over to the engineers, and they rolled it and got a good quality of iron.

Q. You have received iron from outside parties?—A. Yes, sir.

Q. What has the quality generally been?—A. It has been good.

Q. I suppose you don't like to work poor iron?—A. No, sir; I do not.

Q. How does the contract-work on the Adams and the Essex compare with the Government work?—A. That is rather a hard question to ask me.

Q. I should think that was a good question to ask you as being related to your department?—A. The majority of it would pass muster; there is no doubt about that. It is no such work as we are obliged to do here, that was done on the Adams, because they want good work here if it costs more money. They will have it. We must be more particular about the work and have it in better shape. I don't say that it is any stronger. Probably we can get work that will answer the purpose strong enough, but not finished as we finish it here.

Q. Under what constructors have you served?—A. Under William Hanscom, Mr. Pook, Mr. Easby.

Q. Do you know of any abuses around the yard?—A. No, sir; I do not. I know of none in my department.

Q. Do you select all of your own men?—A. In part I do.

Q. Who selects the other part?—A. Generally heretofore we go up there with our requisition and our request to employ a certain number of men, and sometimes the constructor says, "We would like to have you employ so and so," and we take them.

Q. Does anybody outside of the department have anything to do with it?—A. I never allow any one to interfere with me.

Q. Any men put on by order of the Department?—A. Yes, sir.

Q. Are they good men?—A. No, sir.

Q. How many have you ever had in your department, at any time, from such source?—A. I have had three or four at one time. I had two men put on that were not what they should be.

Q. How were they to be rated?—A. As blacksmiths.

Q. Do they all rate at one grade?—A. No, sir.

Q. Is that the best grade?—A. We have heavy forgers—first-class and second-class.

Q. Were those men put in to you as first-class?—A. No, sir; second-class.

Q. You did not consider them capable as second-class?—A. They were not capable as sixth-class or sixteenth-class.

Q. Couldn't they blow and strike?—A. That is about all they could do.

Q. What pay did they receive?—A. The pay was $3.26 a day.

Q. By whose order was it done?—A. By the chief of the bureau, Mr. Hanscom. The order was thus: "By order of the Navy Department you will employ" a certain man, "as second-class blacksmith." That is the order I would receive from the Department.

Q. Do you know of any money being raised from the employés to make any officers or their wives presents?—A. I do not, sir.

Q. You don't know of any one in your employ being assessed for such purpose?—A. No, sir.

Q. Are you sure that there has never been any assessment on your men, or anybody in your department, for such purpose?—A. There has not been any that I know of.

Q. Do you know of any one that came to any man in your department to raise money?—A. I do not.

Q. Did you know of any money being raised?—A. I have heard at the time, but I took no stock in it; I did not raise any.

Q. Did you hear how much there was raised?—A. I did not, sir.

Q. Did you hear what it was raised for?—A. I did not. I did not take any hand in it whatever; I had nothing to do with it in any shape or form.

Q. What was John F. Hanscom's business when he was here?—A. He was assistant naval constructor, to assist the naval constructor in his business. He was appointed by the Department, I presume.

Q. Has he passed any regular examination for that?—A. I think he has. I see an order to employ him at $5.26 a day, July 25, 1874. That was previous to his being appointed; and Charles H. Sprague had $1,500 a year.

Q. Did you furnish the contractor with any material?—A. I have furnished him with material such as we made for shapes. I drew all shapes that were made of bloom-iron that he required. I could not give you any idea of how much that amounted to. I kept the correct cost of labor and material.

Q. Have contractors made use of your shapes and tools?—A. They have made use of tools, but not of shapes.

Q. Have they not under your last contract?—A. Not to any amount—not to use the shape half a day.

Q. How did they leave those tools?—A. What tools they used in the shop they left all right; those left over at East Boston I have never seen since they went.

ADAMS HULL.

July, 1875.—4 deck-stanchions, 416 pounds, ref'd, labor, $28.72.

August, 1875.—Altering stanchions, labor, $7.

September, 1875.—Truss-bolts for capstan, 40 pounds of ref'd in labor, $5.76.

October, 1875.—Stay-bolts and plates, labor, 46½, $111.55.

November, 1875.—Altering strong-backs and davit-hangers, tidding-bolts, and cutting jack-stay rods: labor, $107.43; spars: altering band-whiffs and fairleaders, $33.84.

December, 1875.—Hull: altering davit-hangers, strong-backs, and shot-racks, $103.60; spars: joints and bands for swinging-boom, $26.04.

ESSEX HULL.

July, 1875.—2 deck-stanchions, 430 ref'd, labor, $19.30.

October, 1875.—Stay-bolts, labor, $44.16; Essex spars: jib-boom bands, labor, $5.76.

November, 1875 —Fairleaders, labor, $10.28.

December, 1875.—Hull: altering davit-hangers, strong-backs, and shot-racks, labor, $78.78; spars: bands for swinging-boom, $11.52.

GENERAL PURPOSES—FOR ADAMS AND ESSEX.

August, 1875.—8 davit-shapes, $166.34; six (6) fids, 1,300 pounds, $103.

September, 1875.—Shapes and gaff-slides, 218 pounds, $33.59.

November, 1875.—Davit-hangers, 1,186 pounds, $183.88; bumpkins, 518 pounds, $25.30; 8 strong-backs, 1,426 pounds, $99.82.

Total, $1,205.67, hull and spars.

ADAMS, BLOCKS AND DEAD-EYES.

July	$28 80
August	653 05
September	666 19
October	1,011 73
November	473 60
December	42 40
	2,875 77

ESSEX, BLOCKS AND DEAD-EYES.

October	166 04
November	147 76
December	522 36
	836 16

BOSTON, *March* 23, 1876.

CHARLES H. SPRAGUE sworn and examined.

By Mr MILLS:

Question. What position do you hold in the navy-yard?—A. Inspector of timber.

Q. How long have you been inspector of timber?—A. Three years.

Q. By whose influence were you appointed to that position?—A. Benjamin F. Butler, Mr. Hooper, and William A. Simmons, collector for the port of Boston.

Q. Is it your duty to superintend the examination or inspection of timber received into this yard?—A. Yes, sir.

Q. Have you done so?—A. I have, sir.

Q. Do you know anything about any timber that has been received into this yard without authority of law?—A. I do not.

Q. Do you know of any timber received into this yard that was not contracted to be received here?—A. No, sir.

Q. Do you know of any timber received into this yard that was improperly measured and received for a larger amount than the real amount?—A. No, sir.

Q. Do you know anything about the last lot of live oak delivered here that Constructor Easby rejected?—A. No, sir. I know that of the last cargo of live-oak there was some part rejected by himself and me.

Q. Do you know whether or not that was afterward received?—A. It never has been received.

Q. Is it here on the yard still?—A. Yes, sir.

Q. To whom does it belong?—A. To W. C. L. Swift, of New Bedford.

Q. Do you know anything about the timber that was delivered to Donald McKay?—A. Yes, sir.

Q. Do you know how much was delivered to him?—A. No, sir; I cannot tell, only by the books. The books will show.

Q. How was that timber delivered?—A. Well, it was delivered by the order of the naval constructor.

Q. Was it on the vessel?—A. It was delivered to Donald McKay.

Q. Was it on the yard?—A. Yes, sir; it was on the yard.

Q. At whose expense was it transported to his yard where he was building the Adams?—A. I suppose at Donald McKay's expense.

Q. Didn't you haul timber to the wharves with Government teams?—A. Nothing that I had anything to do with.

Q. In receiving live-oak timber, what are your classifications of timber?—A. Well, there are three classes of timber.

Q. What are they?—A. There are "straight," "curved," and "principal."

Q. What do you give for straight timber?—A. Well, there have been different prices; different contracts; a very small difference.

Q. Now what is the usual price that you give for straight timber?—A. I couldn't give it to you correctly. I could give it somewhere near correctly. I think it was $1.55 a foot for straight live-oak timber; curved timber $1.73 or $1.75, and for principal timber $2.10. (They call it "principal.")

Q. Is the timber you have been receiving properly classified for ship-building, or is it mostly straight?—A. It is properly classified.

Q. You get a proper amount of each of those classes?—A. No, sir; timber is put in here as promiscuous timber, thus roughly hewed out, in all kinds—that is, straight, curved, and principal.

Q. Is that a fourth-class "promiscuous timber?"—A. No, sir.

Q. What do you mean by the Government contracts for so many thousand feet of promiscuous timber?—A. When it arrives here in that shape, I go to work and classify it. When I survey it, the first stick I take is a straight-stick. That I survey as a straight stick and register it as a straight stick. Then another stick that will come along will be a curved stick—*i. e.*, one that is entirely curved, from twelve to thirteen inches or more, suitable for a portion of the frame or anything of that kind. That is reckoned as curved timber and is received as curved. Then the principal large pieces are received as principal pieces—*i. e.*, anything that will mark a keelson, stern-post, or stem.

Q. Now, of the live oak that you kave been receiving, what proportion is straight timber?—A. Well, I don't know as I could give you a correct answer to that without looking over the amount, &c. Every piece of timber is registered what it is, so that the books will show just the quantity of straight. curved, and principal that we have; what proportion I could not give you now.

Q. You never have received any as principal timber that was straight timber?—A. No, sir.

Q. Nor as curved timber that was straight timber?—A. No, sir.

Q. You have been particular to classify each piece of timber according to its merits?—A. I have, sir.

Q. In measuring your timber to deliver to Mr. McKay, were you equally particular?—A. The timber was delivered to him as it was measured when it goes into the yard. Every stick and plank and piece of timber received into this yard is marked, and is delivered by the registry. It is not surveyed again, but it is delivered to him in the yard as it would be if it were to be used in the yard and received.

Q. Are you accurate in your measurement of the lengths of timber?—A. Yes, sir. I have myself been in the habit of figuring every stick that is surveyed. I figure it by the contents, without referring to any measurement or book, and then I have had a clerk who figures it over very accurately, one piece after another, so as to be very particular and careful not to have any mistakes.

Q. Do you know of any timber or material belonging to the United States on this yard that has been taken from this yard and delivered to any person, except by orders of your superior officers?—A. I do not, sir.

Q. Do you know of any money that has been collected in this yard for the purpose of making presents to any officers of the Government or any portion of their families?—A. No, sir; I don't know as I do. I never have taken any myself. I don't know whether anybody else has.

Q. Do you know of any officer on duty who has given any money or property, or the representative of either, to any person for the purpose of procuring a place here?—A. No, sir.

Q. Did you give anything to any person for the purpose of procuring your place?—A. No, sir.

Q. You don't know of any person who did?—A. I do not, sir.

Q. Do you know any officer of the Navy who has accepted any presents from anybody outside of the Navy for the purpose of influencing his official action in any respect?—A. I do not, sir.

By Mr. HARRIS:

Q. Where are you from?—A. Well, sir; from Maine formerly.

Q. Were you a resident of Massachusetts at the time you came into the yard?—A. O, yes, sir.

Q. Where had you resided?—A. I resided at Medford when I obtained the position.

Q. Were you a ship-carpenter?—A. Yes, sir.

Q. For how many years?—A. When I was apprenticed I went to the trade of ship-carpenter.

Q. What is your age?—A. I am forty-three, sir.

Q. Since you have been here have you had the charge of measuring and accepting the ship-timber?—A. Yes, sir.

Q. And you say that in receiving it you have given the exact measure, according to the class, to every person who has brought timber here?—A. Yes, sir.

Q. Did you keep a record of the timber delivered to Donald McKay for the construction of the Adams?—A. No, sir; that was kept at the store.

Q. Who kept the record?—A. I presume the store-keeper. My account was all sent to the constructor's office, and approved by him.

Q. Don't you have charge of delivering the timber to the ship-carpenter here in the yard?—A. If he requires a stick of timber, I have. But the carpenter of the yard has the privilege of taking such timber as he wishes, (Mr. Lampson,) and returning the account to me, and I return the account to the constructor.

Q. So that if the ship-carpenter here in the yard required a stick of timber, he would go and take it from your store without calling upon you?—A. Yes, sir.

Q. Would he take it by the registry-number?—A. Yes, sir; and give an account of it.

Q. Now, who delivered the timber—the live-oak frame—which went to construct the Adams?—A. I suppose I delivered myself the most of it. I delivered that to the carpenter of the yard, Mr. Lampson.

Q. I suppose in the drawings for the Adams every stick was shown?—A. Not to me.

Q. You don't know about that?—A. No, sir; I had nothing to do with that.

Q. In delivering timber for the frame of the Adams did you deliver upon any requisition or order?—A. Upon order, sir.

Q. From whom?—A. From the naval constructor.

Q. Did you deliver such pieces as that order called for?—A. The order called for what timber they needed. The parties who molded the frame would select the sticks. I delivered in a rough state to the carpenter of the yard, for the carpenters that were getting out the frame. I delivered to the ship-carpenter of the yard.

Q. Did you ever deliver any live-oak timber to him for that ship?—A. Yes, sir.

Q. State what.—A. Some few sticks that he took in a rough state after the frame was got out.

Q. What part of the vessel was it for?—A. I don't know; but I delivered one or two sticks in the rough state.

Q. Not many?—A. No, sir.

Q. Did you charge them to him?—A. Yes, sir.

Q. You reported them to the constructor?—A. Yes, sir.

Q. Do you say that in all the deliveries of ship-timber to Donald McKay—take live-oak first—you charged him with the exact number of feet that he took?—A. Yes, sir; I charged him with the exact number of feet that he took; the exact number according to what was in the yard.

Q. Now, did you deliver any that was carried out of the yard to his yard in East Boston?—A. Yes, sir; there was some small lot—a very few sticks. I kept the aggregate account of that.

Q. Then you say that, so far as you know, you delivered all the live-oak timber which went into the construction of the Adams?—A. Yes, sir.

Q. Did you deliver any other kind of lumber to Mr. McKay during the process of the construction of that vessel?—A. Yes, sir.

Q. What was it?—A. White-pine lumber, white oak and white-oak knees, and yellow-pine plank. That is all that I can remember. I was thinking that there was some ash-but I am not certain about that.

Q. In delivering white-pine lumber in the shape of pine boards, you delivered lumber that had not been registered, of course?—A. I delivered lumber that was marked and surveyed.

Q. When you take white-pine lumber upon the yard in the shape of boards or plank, do you make any registry of each piece, or do you simply make a registry of the whole number of feet, each piece being marked?—A. Yes, sir; the whole number of feet, of the number of boards. The number of feet of each board is marked, however.

Q. Now, in receiving pine lumber and other lumber, except ship timber and plank, and that timber which is registered in your book, each piece by itself, in receiving that you reckon it by the thousand feet and mark each piece, do you?—A. Yes, sir; it goes in as so much a thousand.

Q. Do you mark and survey it?—A. Yes, sir.

Q. Do you survey all the lumber received?—A. Yes, sir.

Q. If you should receive a cargo of white-pine boards, would you survey and mark each piece?—A. Yes, sir; every board.

Q. Now, in the delivery of such lumber to Donald McKay, did you deliver by the mark by which you surveyed?—A. Yes, sir; by the mark, sir.

Q. Have you charged to Donald McKay all lumber delivered to him or his agents according to the exact measure?—A. Yes, sir; all that he has received from this yard.

Q. Do you know whether you have delivered it all yourself?—A. Well, so far as I know. I don't know of anybody else delivering it.

Q. Have you any knowledge or information that Donald McKay has received lumber to go into the construction of the Essex, the Adams, or the Enterprise which you yourself did not deliver?—A. I have not, sir.

Q. You have no idea that there was any such delivery?—A. No, sir.

Q. And you say now that in delivering that lumber, you have invariably charged it to him, exactly according to its previous survey?—A. Yes, sir.

Q. Have you not been told, and have you not learned that Donald McKay received a large amount of lumber from this yard with which he was never charged?—A. No, sir.

Q. Has that story been told you?—A. It never was told me; no, sir.

Q. Have you heard it?—A. Yes, sir; I heard a rumor outside, among outside parties, who I presume didn't know.

Q. Have you a knowledge of how much lumber, as distinguished from timber, he received for the construction of the Adams?—A. I cannot give you the exact amount.

Q. Give us within ten thousand feet.—A. I should think about eighty or ninety thousand feet, or somewhere in that neighborhood.

Q. Was it for the Adams?—A. I think so.

Q. Now, what did that lumber consist of?—A. I guess I am a little high. I will not set it quite so high. It was in the neighborhood of 70,000 feet.

Q. Have you the record of it that you can produce before the committee?—A. No, sir.

Q. Who has it?—A. It is at the store or on the books.

Q. Have you no idea how much lumber was required to construct the Adams?—A. No, sir; I have not.

Q. Do you know whether you delivered more or less than the probable amount required for the construction of that vessel?—A. No, sir.

Q. You simply delivered all he called for?—A. I delivered what the naval constructor called for—what I had orders to deliver.

Q. Did you ever deliver upon any order except that of the naval constructor?—A. No, sir.

Q. Did you deliver lumber at the time that the naval constructor now in charge was absent?—A. I think there has been, sir, some.

Q. Who was then present occupying his place?—A. I think some has been delivered when Mr. Hanscom was here, and I am sure there was some delivered while John Hanscom had charge. He was assistant constructor here. When he had charge I think there was some that went out.

Q. Then all you say is that you never have allowed any lumber to go out without making return to the exact number of feet, according to the previous surveys?—A. That is it, sir.

Q. Of any kind?—A. Yes, sir; of any kind. I would state that always, in delivering lumber to Mr. McKay, I have always had an order from the naval constructor, in writing, to return immediately to the office the amount delivered, that the passes might be made properly and looked after before it was passed out by the constructor.

Q. Who was your assistant?—A. I had no real assistant but John B. Symonds, who was not reckoned an assistant, however, but a man employed by the master carpenter to assist in delivering and taking account of stuff that he required, and he used to return the accounts to me sometimes of what Mr. Lampson used.

Q. And you used him to assist you in taking a survey of lumber to deliver to Donald McKay?—A. Yes, sir; he was with me.

Q. Did you have a man named Simon McKay, brother of Donald McKay, in your employ?—A. No, sir.

Q. You know of such a man?—A. Yes, sir.

Q. What was his place in the yard?—A. He was employed as ship-carpenter to assist, I think, in getting out the frame of the ship.

Q. Did he at any time have the charge of lumber or the delivery of it?—A. No, sir; not to my knowledge.

By Mr. JONES:

Q. What was your business before you were appointed timber-inspector?—A. I was ship-carpenter in the yard.

Q. How long had you worked at ship-carpentering?—A. I worked I think about a year and a half previous to my appointment as inspector of timber.

Q. In a ship-yard?—A. It was in this yard, sir.

Q. How long did you ever work in a ship-yard?—A. Ever since I was sixteen years old.

Q. Do you understand all about the different classes of timber, live-oak, white oak, and all the material that might be required for this yard?—A. I think I do, sir.

Q. How many cargoes were there received at this yard last summer of live-oak, by permission to be received here; not delivered, you understand, but received on the yard?—A. It would be impossible for me to give you the exact number, sir.

Q. How many do you think? I am going back to last summer now. I mean that which was brought from East Boston, in the hold.—A. I think in the neighborhood of ten cargoes.

Q. Do you think there was in the neighborhood of ten cargoes that Mr. Swift was allowed to store upon this yard?—A. O, no, sir; I didn't understand your question.

Q. I mean not furnished under a contract, but put here without a contract.—A. Four or five cargoes.

Q. About how many cubic feet is there in a cargo?—A. It depends upon the size of the vessel.

Q. Well, usually.—A. Well, from six to ten thousand cubic feet—in some vessels that have brought timber here, one vessel in particular, a flat-bottomed and very large three-masted schooner, the Witch Hazel, used to bring about 11,000 cubic feet. But the average of them brought about six to seven thousand.

Q. Was she one of those schooners that brought timber here, which timber Mr. Swift stored on the yard by permission, and landed here by permission?—A. No, sir; she left her cargo at East Boston.

Q. It was delivered here afterward, was it not?—A. Yes, sir.

Q. How many cubic feet should you say was delivered here, that was not sold to the Government at the time it was delivered here, brought from East Boston in the hold—upon a rough estimate?—A. The East Boston timber was contracted for when it was delivered in the yard—contracted for by the Government when it was delivered in the yard.

Q. You think there were about five or six cargoes that lay here that were not contracted for?—A. Yes, sir.

Q. Was there not a large amount of live-oak received last summer when the constructor was away on the board of survey?—A. Yes, sir.

Q. By whose orders did you receive and inspect the live-oak timber then?—A. By order of the assistant naval constructor, who was in charge.

Q. What was his name?—A. John Hanscom.

Q. Was he appointed assistant naval constructor then?—A. I think he had got his appointment by that time, but he had been acting as constructor for some time before that; but before that he acted as assistant constructor.

Q. Who was acting as naval constructor at this time when the live-oak timber was received?—A. John Hanscom gave me orders, sir, and inspected. He was assistant constructor, I think.

Q. Do you know how many thousand feet of live-oak timber was received at that time, say in the absence of the present constructor, at this yard?—A. Somewhere in the neighborhood of 75,000 feet, I should say.

Q. Is not John B. Symonds the assistant inspector?—A. No, sir; not that I know of.

Q. Did he not deliver any lumber to Donald McKay?—A. Not without my knowledge, that I know of.

Q. You don't know at any time of his making any deliveries?—A. No, sir; I don't know of any.

Q. Or lumber of any kind?—A. No stick of any kind, to my knowledge.

By Mr. BURLEIGH:

Q. Is what is usually called and delivered as promiscuous timber all billed at the same price?—A. No, sir.

By Mr. HARRIS:

Q. How is it billed? Does a schedule come with it showing what it is?—A. If you will

allow me to say it, I will say that it is billed at different prices, according to the quality. It is received as promiscuous timber, and I think it is billed—[interrupting himself]—I don't understand the question exactly, but the timber is billed according to the kind received, *i. e.*, straight timber is billed as straight timber at one price, curved at another price, and principal at another price. It all goes in as promiscuous at the yard, and bought by the Government as promiscuous; every stick is registered.

Q. Is it so when it comes here?—A. No, sir; after I finish my survey every stick is registered, and this on the dock is registered, and the number of feet that each stick contains. I register it as straight, curved, or principal, and the bills are settled that way.

Q. Are the bills made before your survey is made?—A. No, sir.

Q. So that when the timber comes into the yard it comes in as promiscuous timber?—A. Yes, sir.

Q. And upon your survey the bill is made?—A. Yes, sir; upon my survey to the constructor.

Q. Now when it comes in is it classified at all?—A. Not at all, sir.

Q. Do you receive in any form, from the contractor, a bill setting forth the number of cubic feet delivered?—A. No, sir.

Q. So that it is tumbled on to the yard, and then from your survey the bills are made?—A. Yes, sir.

Q. In the different classes?—A. Yes, sir; in the different classes. When the bill is made there are so many sticks of principal, so many sticks of straight, and so many sticks of curved.

Q. So that the contractor has no means of making his bill until he gets your statement of the survey?—A. No, sir.

Q. You said previous to the time you were appointed timber-inspector you were store-clerk of this yard?—A. Yes, sir.

Q. Do you get more pay as timber-inspector than you did as store-clerk?—A. The same amount, though the salary was reduced while I had the place. My first salary was $1,500, the same as it is now.

Q. When you were changed from store-clerk to inspector, did you get more pay as inspector than you had received previously as store-clerk?—A. It didn't go that way. I lost my place in the store and went then and worked at my trade as ship-carpenter. Then after I worked here a year and a half I received my appointment as inspector of timber.

Q. You had some friends who helped you get the place?—A. Yes, sir; General Butler, Mr. Hooper, and Mr. Simmons, the collector of the port.

By Mr. HARRIS:

Q. Which did you mainly rely upon?—A. Well, I was well acquainted with all three. Mr. Simmons, I suppose, was my most intimate friend. Mr. Hooper was an old friend of mine, however.

By Mr. JONES:

Q. You say you are a thorough carpenter, and understand all about timber. Do you consider the live-oak timber and the white-oak timber and the pine lumber, and all the materials now on this yard properly taken care of?—A. No, sir; I do not.

Q. In what respect are they not?—A. In my opinion, sir, every stick of live-oak timber in this yard should be docked.

Q. How is it with regard to the white oak? What should be done with that?—A. Well, it is well to dock white oak. With proper sticking white oak is very good. Yellow pine and pine lumber should certainly be stuck, and in the sheds.

Q. Have you got proper facilities for taking care of that timber, as you state it should be properly taken care of?—A. I think we have plenty of dock-room, sir, to dock our live-oak. If the white oak should be piled up and stuck in the yard properly, it would be a saving to the Government of a good deal of money. We have some live-oak in the yard that has been properly taken care of, if you will allow me to state this. Some great number of years ago it was docked, and remained in the dock some ten or twelve years. Afterward they wanted to fill up the dock, and they took that timber out, and put it in the timber-shed—properly put it in where it was dry, and it is the best-looking timber that you ever saw. There is not a crack or a shake in it. I think that is the proper way, and that circumstance proves it to my satisfaction.

Q. Is not that the way generally known to ship-carpenters?—A. Yes, sir.

Q. You mean that it all should be docked first?—A. Yes, sir; and then remain, and be put into the timber-sheds and where it is dry, away from the weather.

Q. So you say that the live-oak timber now in the sheds which has never been docked, should be taken out and docked?—A. Well, I think it would be better for it; but still I think it is well enough where it is.

Q. You made the remark that all the live-oak timber on the yard should be docked?—A. I meant all that lay about the yard. There is a great amount of it lying about the yard.

Q. How many cubic feet should you think there was of live-oak lying about the yard at the present time?—A. I should think there was about one hundred and fifty thousand cubic feet of timber around.

Q. Do you say that it is unprotected?—A. No, sir; I could not say that, because we have got some of it housed over. But it would be better docked than it is housed. Take that that is covered over with a temporary shed built over it that was built a few years ago.

Q. Was it not built last summer?—A. No, sir; a year ago last summer.

Q. All this large amount that you received last summer now lies around exposed to the weather—promiscuously about the yard?—A. Yes, sir.

Q. What amount of that 150,000 feet is entirely uncovered and exposed to the weather?—A. Well, over 75,000 feet.

Q. Over half of it, then?—A. Yes, sir; that is an estimate. I could not tell you exactly. All that received this last summer is out of doors. We received a large quantity of it since the naval constructor returned.

Q. That timber that was received from East Boston and lay here after being received here, is that out of doors now?—A. Yes, sir; that is out of doors now. I would say that the cold weather has affected the live-oak so as to crack it.

Q. What was the quality of the timber received during the last year?—A. It was the best timber that I ever saw.

Q. Does it compare favorably with the other timber in the yard?—A. Yes, sir; it was the best of timber, as an average. There was some that I rejected on account of its being of poor quality. But the majority of it was the best I ever saw.

Q. Where did it come from; do you know?—A. It came from Florida. There were some splendid sticks.

BOSTON, *March* 23, 1876.

DONALD MCKAY sworn and examined.

By Mr. MILLS:

Question. You made a contract to build a portion of a vessel for the Government of the United States, did you not?—Answer. Yes, sir.

Q. By the terms of that contract I believe the Government was to furnish the live-oak timber?—A. The live-oak frame?

Q. No, sir; "the live-oak timber" is the way it reads. Did you get the timber from the Government to put in your vessel?—A. I got all the live-oak.

Q. Did the Government supply you with any other timber?—A. I got a portion of the timber from them, some pine and oak, and different kinds.

Q. Did you work into the vessel the timber you got from the Government?—A. I worked part of it in.

Q. Did you work in all the timber you got from the Government?—A. I returned some to them.

Q. All you did not return you worked into the vessel?—A. Yes, sir; I returned some white-pine plank and other kinds of timber. I think I have got 12,000 or 13,000 left of sizes that would not answer for my ship. I have not returned all of it yet. They have got it charged against me on their books.

Q. What plank was it you returned to the Government?—A. I really forget now what it was; it is over a year ago. I returned some pine, some walnut, and some stuff that the sizes did not suit.

Q. How many have you got that you did not return?—A. I think I have got a few thousand.

Q. Two or three thousand?—A. More than that; may be betwixt five and ten thousand that I got from them.

Q. Where is that?—A. That is in East Boston.

Q. In your yard?—It is in my shed over there. It is a shed I hire for that purpose.

Q. From whom did you hire it?—A. I hired it from Henry Jones.

Q. Did you get any live-oak that you did not return?—A. No, sir.

Q. You returned all the live-oak you did not use?—A. Yes, sir; the live-oak was given to me by the molds, you know. They molded it out in their own shed, and gave it to me by the molds.

Q. Did they deliver you any in the sticks?—A. Some breast-hooks to go in the hold and in the sharp part of the ship and deck-frame.

Q. How much has the Government paid you on the Adams?—A. I can't tell you precisely what they paid me. I am not prepared to say. I could give it to you by looking at the book.

Q. How much do they owe you yet on the Adams?—A. I can't tell until I get the bill of Mr. Easby. He has got a bill charged against me. I think there may be $15,000 or $16,000 they owe me yet. But I have not done the ship yet.

Q. Have you any extra account against the Government?—A. I have some small matters against them.

Q. How much is it?—A. It is not a large amount, I think.

Q. Has the Government paid you any extra account?—A. Not a dollar.

Q. How much is the amount of your extra bill that you have to render against the Government?—A. I have never made it up. It is not large.

Q. About how much?—A. It may be three or four thousand dollars, perhaps; something of that kind.

Q. What is it for?—A. I claim for a good many things that were done that did not belong to me in the ship.

Q. Have you ever rendered that claim to the Government?—A. No, sir.

Q. Have you ever had any assurance from any one that it would be received and paid?—A. No, sir.

Q. Has the Government ever paid you any other sum of money except that which it contracted to pay you for building the vessel?—A. No, sir.

Q. Have you been paid anything for launching the vessel?—A. No, sir.

Q. Has the Government agreed to pay you anything for it?—A. No, sir.

Q. Have you any charge for launching it?—A. No, sir. I had some considerable difficulty when I took the ship, Robeson and me. I have not seen him since a year last April. I saw him when I first took the ship. I had some difficulty about the ship.

Q. How did you get the contract for that ship? Was it by being the lowest bidder?—A. I ought to have got it that way, but I didn't.

Q. How did you get it?—A. They advertised, according to the act of Congress, which compelled them to advertise, and the lowest responsible bidder was to have the job, leaving it discretionary with the Secretary of the Navy whether he could give it or not give it. There were five bids, and mine was the lowest except one, a New York man.

Q. What was his bid?—A. His bid was $148,500.

Q. What was your bid?—A. Mine was $168,000. I was next to him. Bob Jackson, of East Boston, was $500 or $800 over me. I was the lowest bidder when they ruled Thomas Stack out, as not being competent.

Q. Why?—A. On some ground of his not having facilities, or something of that kind. For some reason they ruled him out, and then I demanded the ship, being the lowest bidder. Robeson took the ground that I should have to build her at Stack's price, or not take her at all. I claimed that it was against the rules of the Government for the last fifty or sixty years; they never had done the thing before; they would either give it to the lowest responsible bidder who could give bonds, or not give it at all. That was the ground I took, and that the ship belonged to me. The ground he took was, that he had letters from other parties that they would build the ship for that price, $20,000 less than my bid; and I took the ground that he had no right to build her by letters; that the law of Congress said he should receive bids; he could advertise over again, but he could not get letters out of people, and build her by letters.

Q. Was anybody interested in the bid besides yourself?—A. No, sir; so I took her for $148,500.

Q. Did you make any arrangement with Mr. Hanscom, or Secretary Robeson, different from your written contract?—A. No, sir.

Q. Or anybody else?—A. No, sir.

Q. Did they give you any understanding, or any interpretation of that contract, but the contract itself?—A. No, sir.

Q. Did you engage the services of any one to assist you in getting that contract?—A. No, sir.

Q. Did you agree to give anybody any amount of money to assist you in getting the contract?—A. No, sir.

Q. Did you ever pay anybody anything in consideration of that?—A. No, sir; not a dollar, directly or indirectly; not a dollar; not a cent.

Q. Did you promise to pay anybody?—A. No, sir.

Q. How long have you known Mr. Hanscom, the chief of the bureau?—A. I have known him for thirty or forty years.

Q. Do you know Mr. Griffiths?—A. Yes, sir.

Q. What are the relations existing between those two men?—A. I never knew anything in my life, except at one time they were very much opposed to each other, at the time Mr. Griffiths used to write so much against the Navy.

Q. They are no way related by consanguinity or affinity?—A. I don't know that they are.

Q. You are not related to them in any way?—A. No, sir; I know Griffiths well; I know Hanscom well.

Q. Did you make a second contract with the Department before you finished your first for finishing that vessel?—A. Yes, sir; I made them a proposition to take the labor and complete her for sea, under the naval constructor who had charge of the yard, as I went along. But I have learned since that I got a great deal less for it—some $20,000 less—than they estimated themselves for doing it. I got $71,000, and they estimated about $90,000 to finish the two. I got $46,000 for the Essex, and $25,000 for the Adams. I perform everything under the name of labor; they furnish the material.

Q. Please state if you did not make a contract with Mr. McMichael to give him $2,500 to assist you in getting that contract?—A. No, sir.

Q. Did you agree to pay him $3,000?—A. No, sir.

Q. Did you not pay Mr. McMichael $600?—A. I did, for services.

Q. What kind of services?—A. Well, he worked for me. He worked in the yard, in my yard, &c.

Q. Didn't you pay him $500 for services while he was working there, besides the $600?—A. No, sir; I paid him $600, for what time he worked. He wanted a job with me to mold my frame, superintend, &c., and I made a verbal agreement with him that I would keep him at work on the ship, and, after a few months, he said he had an offer to go to Delaware. I had some difficulty with him. I told him to stay at his work, I wasn't going to do anything with him. I told him I would give him $2,500 to stay on the ship until it was done, and be my foreman. After he had worked for a month or two, he came to me and wanted a settlement. I refused to settle, and told him to stay. He said it was injuring him, because he had an offer from the Department to go and superintend some iron-clads down the coast somewhere. I considered the thing over, and we settled the matter up pleasantly: I gave him $600, and he left me, and gave me a receipt. But he was to stay with me until the ship was built, for so much money, and be my regular foreman.

Q. Who delivered the timber from the yard that you received?—A. It was delivered by the inspector of the yard.

Q. What is his name?—A. His name is Sprague.

Q. Who delivered the iron-work you got from there?—A. The store-keeper, I think, and Mr. Sampson, by Mr. Easby's orders.

Q. Have you any relations in the navy-yard, at work?—A. I have a brother, who has been there acting as quarterman.

Q. How long has he been there?—A. I think he has been there, off and on, for two years.

Q. Through whose influence was he put in the yard?—A. I don't know, I am sure, who got him in the yard.

Q. Didn't you have something to do with putting him there?—A. No, sir.

Q. Did you recommend him?—A. No, sir.

Q. Did you ask for his appointment?—A. No, sir.

Q. Did he deliver to you any of the iron that came from the yard to use on your vessel?—A. I think he did. I think that was in the store-house that he had charge of last fall and summer, and the teams went there for the iron, and he delivered it.

Q. Did you get any tools from the Government?—A. Yes, sir; I had a portion—different kinds.

Q. Have you returned them?—A. I have returned part, and part I have not returned yet. These are, under a special contract, to be charged to me until I deliver them. That is on file at the commodore's office.

Q. Did Mr. Hanscom agree to release you from the performance of any portion of your contract on that vessel?—A. Not the value of a cent. They have not treated me well, because I should have had my work done months ago, if they had not stopped the rigging. But I have got no redress without going to Congress, and I have been there eight years with bills. They stopped the rigging of the vessels last winter, which compels me to stop, in a manner. I should have had the vessels done some months ago but for that.

Q. When did you get your last payment?—A. I think Mr. Easby accepted a bill last week, or it might have been the first of this week, for $6,000. I had the bill made out when he was in Washington a week, and I kept it back until he returned home. The bills are made subject to his approval. That is a condition of the contract.

Q. Have all your payments been made in that way?—A. Yes, sir; through the naval constructor.

Q. Have you not had any payments through the paymaster? Has not Mr. Abbott, the paymaster, paid you any money?—A. He has paid me money, but it always goes through the regular channel to Washington, and then Mr. Abbott is notified by the Department. Every dollar I have got has been accepted by the naval constructor. That is the condition of my contract—that the bills shall be accepted by him; and when he considers that I am entitled to so much money, he accepts them, and I think the commodore signs them with the constructor. The commodore has been pretty severe on me. I have had some little difficulty with him. Mr. Easby seems to be a very fair man.

By Mr. BURLEIGH:

Q. Have you had all the bills approved to which you are entitled under the first contract on the Adams?—A. No; there is a portion yet of what they call the last settlement on the Adams, that has not been settled.

Q. How large a portion?—A. They have a bill against me which they have not rendered to me. I think it is over $30,000. There may be a balance of $12,000 or $15,000 due me on that ship.

Q. Is that any more than can properly be reserved under that contract?—A. No, sir.

Q. Then they have not reserved any more than they agreed to?—A. No, sir; not on the first contract on the Adams.

Q. So that you cannot get it very well until the ship is done?—A. No, sir; and if they never rig her, I don't know what to do with her. They will injure me, and I have no redress. They write a very arbitrary agreement, which is not lawful or just.

Q. You know about the amount of the charges against you?—A. They tell me somewhere between $30,000 and $33,000.

Q. Are you sure it is not over $33,000?—A. No; I am not sure. It is over $30,000, because some of them told me so a month ago—that they had over $30,000 charged against me.

Q. In regard to the copper for the bottom of that ship. Did you buy that copper?—A. I bought it of the Government.

Q. You bought it of the Government at Government prices?—A. Yes, sir.

Q. Why did you do that?—A. Because the sizes they had were what I wanted, and their weights are so much heavier. It is hard to get copper in the market at their prices.

Q. You could get it made?—A. I could have got it made; give me time. They drove me up last fall when that little flurry came, to drive the ships off in a few days, and I put on double the number of men.

Q. Could you not have provided it beforehand?—A. I didn't provide it beforehand. I wasn't going to buy a lot of copper beforehand.

Q. You say there is a charge of over $30,000 against you—that is for materials?—A. Yes, sir; that is for materials.

Q. You were allowed to pay Government prices for those things?—A. Yes, sir.

Q. Do you believe the Government buys its material at the lowest market-price—as low as an individual could purchase for cash?—A. You can get them a little cheaper outside if you go and buy such things.

Q. Did they allow you to pick out just what you wanted?—A. Yes, sir; I picked out No. 1 stuff, and dimensions to suit.

Q. And they charged you cost price?—A. Yes, sir; it was the same way with copper and other stuff.

Q. Didn't you consider that you had quite an advantage in having the chance to go to that pile and get what you wanted?—A. I paid fully as high as I should outside. The only advantages I got were these: they specified the lengths of the wales, and I got timber of the proper dimensions, and it was well seasoned.

Q. Did they have this nice pine lumber for finished work, and sell it to you for six cents a foot?—A. Yes, sir.

Q. Do you know of whom they bought it at that rate?—A. I don't know. The Government prices are on the books.

Q. What did you give them for your oak stuff?—A. I think it was 7 or 8 cents a foot.

Q. How much is the white-oak plank worth on the outside of the Adams?—A. I suppose it would fetch 7 cents a foot.

Q. Seventy dollars a thousand?—A. Yes, sir; before it is worked.

Q. After it is worked?—A. Seven to eight cents a foot, the quality they require.

Q. Did you allow the Government anything for docking that ship for you to copper?—A. No, sir.

Q. They gave you that as a gratuity, did they?—A. Yes, sir.

Q. Your relations with the foremen and men in the yard were very pleasant, so that they would give you the facilities of the yard most any time?—A. In some cases they would, and some cases they would not. They were not very kind, any how.

Q. You seem to have borrowed all the tools you wanted?—A. Yes, sir; I borrowed those by special agreement with the Department.

Q. You had a chance to get all the lumber you wanted from their pile?—A. Yes, sir; at any time.

Q. I should think that was quite an advantage for a ship-builder to have in building a vessel like that, is it not?—A. Yes, sir.

Q. It was a great favor to you?—A. Yes, sir; it was a favor. But then, it was no favor, in one sense. They have charged me for it fully as high as I could get it for outside.

Q. Still, you always went there?—A. Yes, sir; when I wanted it, I went there and got it.

Q. In the hull of the Essex, when she came from Portsmouth, there was a considerable quantity of work partly wrought?—A. Yes, sir; in a rough state.

Q. Iron-work?—A. Iron-work, and different kinds of work. Lots of stuff came up in her.

Q. You took, at about the same time, a contract to complete both ships?—A. Yes, sir; I made a contract the same day for both.

Q. Did you use that material all on one vessel, or did you put it on one or the other, as it was thought best?—A. My ship was then done. It was just about ready for painting. I had all my work made and mostly in place. My ship was pretty well along before I took the last contract on the Essex.

Q. Are you sure you did not use some of that iron-work that came by the Essex on the Adams?—A. Yes, sir; I am sure.

Q. Nor any of the wood-work?—A. No, sir; not a foot, to my knowledge I had to make a requisition for every little thing that we required, and say in what part of the ship it was going.

Q. I understood you to say to the chairman that all the money you had received on account of building the Adams, you had received from the paymaster here?—A. Yes, sir.

Q. Mr. Abbott paid you all as paymaster?—A. Yes, sir.
Q. Is he the man who has paid you?—A. Yes, sir; I believe I got it through his office.
Q. How much in all has been paid you on the Adams?—A. I can't tell you.
Q. Something over a hundred thousand dollars?—A. Yes, sir; I think it is.

By Mr. HARRIS:

Q. How many contracts have you made with the Government within three years?—A. I have made only three.
Q. One to build the Adams, one to finish her, and one to finish the Essex?—A. Yes, sir.
Q. Are those the only three?—A. That is all.
Q. Have you ever had other contracts with the Government?—A. Yes, sir; during the war I had a great many.
Q. You have not had any others since the war?—A. No, sir. During the war I had a great many.
Q. And for the Adams you were to have $148,500?—A. Yes, sir; to complete the hull, what they call to finish her to a certain state.
Q. And for that you entered into a written contract?—A. Yes, sir.
Q. To which were annexed "building directions"?—A. Yes, sir.
Q. The two papers made one contract, according to your understanding?—A. Yes, sir.
Q. And you made a single written agreement to finish the Essex and the Adams?—A. Yes, sir; separate, naming a price for each, and that price was low.
Q. Do you know the value of the live-oak timber that went into the Adams?—A. No, sir; I do not.
Q. Do you know the value of the labor performed on it by the Government?—A. No, I don't.
Q. Do you know whether that labor is charged to you or not?—A. No, sir; I think not.
Q. Have there been any omissions made from the first contract to build the Adams, by direction of the Department?—A. No, sir.
Q. Have there been any concessions in any way agreed to by the Government?—A. No, sir.
Q. You have fulfilled that contract according to the letter of the agreement, so far as you have gone?—A. Yes, sir; as far as I have gone, to the letter.
Q. You did not build the boats for the Adams?—A. I did.
Q. Under the first or second contract?—A. Under the second.
Q. Did you build the spars and masts?—A. I did.
Q. Under the first or second contract?—A. Under the second contract, and the iron-work attached to them.
Q. You do not understand that the labor of getting out the frame is to be charged to you?—A. No, sir.
Q. Have you any lumber now on hand at the yard of Henry Jones?—A. A little in a shed of his.
Q. How much of the lumber which you received from the Government have you there stowed?—A. I think very little that we received from the Government. There may be eight or ten thousand feet that actually came from the Government.
Q. That is not white pine?—A. That is white pine. I had over 60,000 feet.
Q. Any black walnut?—A. There may be a few boards of black walnut left.
Q. Have you other lumber there mixed with that?—A. Yes, sir; I have some of my own lumber, which I had there some years ago. Jones and me estimated it, when I was paying him, (I pay him eight dollars a month,) and we estimated about 18,000 in all I had in his shed.
Q. Is that all the lumber you have on Jones's yard?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Have you ever sold any lumber that you have bought of the Government?—A. No, sir

By Mr. HARRIS:

Q. And you think, of that 18,000 as much as 7,000 or 8,000 is old lumber, that you did not have of the Government?—A. Yes, sir. I think I got of them about sixty-odd thousand feet of white pine.
Q. That lumber was purchased for the completion of your first contract?—A. Yes, sir.
Q. And not for the second?—A. No, sir. Let me put you right. There may be some little misunderstanding about that. I have never backed a wagon up there. There has never been anything added to that since I took that contract. I have never put a board in there.
Q. You purchased all that lumber and carried it to that wharf or yard while you were executing the first contract on the Adams?—A. Yes, sir.
Q. Have you taken any lumber from the yard since you made your second contract?—A. I have taken some to finish the Essex.

Q. Have you purchased any lumber of the Government since you took your second contract?—A. Not to my knowledge.

By Mr. MILLS:

Q. Have you in East Boston, anywhere, other timber, of different qualities, which you purchased or received from the Government?—A. No, sir.

Q. Haven't you used a yard owned by Smith & Tilden?—A. Yes, sir; I have hired a portion of their yard there.

Q. Have you any lumber there?—A. I have nothing but what they call loose stuff and yard stuff; stuff I picked up when I cleaned up my yard.

Q. Have you any live-oak timber there?—A. No, sir.

Q. Any white oak?—A. I think not. There may be some pieces, junks, but no white-oak timber.

Q. Is there any timber there which came from the Government yard?—A. No, sir. There may be pieces, junks and useless stuff, that I bought of the Government. There may be what they call refuse stuff, but nothing you would call white-oak timber.

Q. If any one should say you had several tons of live-oak timber on that yard which came from the Government, would you say that was correct or erroneous?—A. I should say it was not correct.

Q. Is that lumber where you can show it to the committee?—A. Yes, sir; it is piled right there beyond the bridge. I should be happy to show it to you.

Q. Have you any agent employed in your absence?—A. No, sir: only a foreman—two or three foremen.

Q. Who has been your foreman?—A. I have had several foremen that attend to my work, you know.

Q. Are you a partner with your brother, Nat. McKay?—A. No, sir.

Q. Has he ever been your agent in connection with these vessels, in any way?—A. No, sir.

Q. Has he not dealt with the Department for you?—A. No, sir; never, in any way whatsoever.

Q. Has he had any authority to make any representations, promises, contracts, or agreements in your behalf?—A. No, sir.

Q. Have you ever paid to him, to be disbursed at his pleasure, any sums of money in connection with these ships?—A. No, sir; not a dollar.

Q. Have you any understanding with him, express or implied, that at any time in the future you will pay any money to carry out any agreement which he made for you, express or implied?—A. No, sir; not a dollar—not a cent.

Q. Can you inform the committee how much money you have expended in your first contract upon the Adams, and in your second contract upon the Adams and the Essex?—A. I don't know that I could, without making it up from my pay-rolls, &c.

Q. I should not claim that it was proper for me to ask about your private business, if you objected, but, if you have no objection, I should be glad to have you inform the committee how much money you have expended, outside of the lumber which has been furnished by the Government?—A. I think I could make it up by looking over my memoranda, &c.

Q. Your contracts were $148,500 for one, $25,000 for another, and $46,000 for another; making in all $219,500. Were there any advertised proposals for the finishing of the two vessels, the Essex and the Adams?—A. Not that I know of. I made them a written offer to do that.

Q. You made a written offer, which was accepted?—A. Yes, sir.

Q. Was there any competing offer?—A. Not that I know of.

Q. Was any asked for by the Department?—A. I can't tell. I made an offer to finish them for so much money, and they accepted it.

Q. You have received all your pay, probably, on the Adams, within $13,000 or $14,000?—A. Yes, sir.

Q. And you have received all your pay on the Essex, within $5,000?—A. Yes, sir.

Q. So that, if I give the right figures, there will be due you, when those two vessels are completed, about $20,000?—A. Something along there, I think.

Q. Now, can you give an approximate estimate of how much cash you have paid on account of those vessels, or obligations which you are bound to pay?—A. I think I can make it up for you by looking over my memoranda and pay-rolls. It is all in the pay-rolls, because the Government furnished the material. I know they were close contracts. There was a board of three constructors, Easby, Fernald, and Hartt, estimated those ships, and I think they estimated the labor at $90,000 or $91,000. I have learned that since the committee came here.

Q. If you have no objection to telling the committee, we would like to know what you have actually spent and are under obligations to spend?—A. Yes, sir; I can give you what I owe and what I have spent.

Q. Exclusively upon that work, so that you would be willing to inscribe your name to it?—A. Yes, sir.

Q. Are you an American by birth?—A. No, sir; I am a Scotch-American.

Q. Have you received from the Government, or any or its officers, or from the Navy, any material of any kind, which has not been charged to you?—A. Not to the value of a dollar to my knowledge; not to the value of a cent.

Q. In your second contract, have you or not included or agreed to do things which were properly in your first contract to perform?—A. No, sir; not the value of a cent. Mr. Easby is the arbitrator on that, you know.

Q. Has there been no question during the progress of that work as to what was the true legal construction of that contract?—A. Yes, sir; Mr. Easby and me have talked it over several times.

Q. To whom have been referred any differences of opinion on that subject?—A. Nobody; but the constructor and myself have talked it over.

Q. Have you had any communication or correspondence with the chief naval constructor or the Secretary of the Navy upon that subject?—A. I think there is one letter on file in Washington on that subject.

Q. From whom?—A. From me.

Q. Have you a copy of it?—A. Yes, sir.

Q. Have you that letter with you?—A. No, sir.

Q. Can you now give the committee the substance of it?—A. I asked for a certain quantity of dimensioned iron to make my trusses of, which work in my masts, and Mr. Easby delivered me bloom-iron. I protested against taking it. I wanted my iron of dimensions suitable to do my work. I was not a manufacturer of iron, to take bloom-iron and forge it, but I wanted my iron the same as I could go and buy it in the market. The commodore ruled that I should take it in that way, and Mr. Easby also. I appealed to the Department what was the proper thing to do, and I think instructions came back to give me iron to dimensions and in a fit state so that I could do my work.

Q. Is that what that letter contained?—A. Yes, sir; I forged out four or five hundred dollars' worth of the iron, and then I said I would not do any more.

Q. You say that is all that letter referred to?—A. Yes, sir.

Q. Have you had any other difficulty with the commodore?—A. Yes, sir; I had a little controversy with the commodore.

Q. About what?—A. About what I call the mud-dock and timber-shed.

Q. Just tell us how the difficulty occurred and what it was.—A. Well, he addressed me this last fall, in the flurry, to know what time the Essex and Adams would be ready for their crews, through Mr. Sampson. Mr. Easby was away on duty, remember, and Mr. Sampson was filling his place. I told Mr. Sampson if he would write to me I would answer him in writing, but I could not talk to him verbally. Finally he wrote this question, by order of the commodore: when would those ships be ready for their crews? I replied back to him, telling him I had received his letter, &c., and it was impossible for me to say when I could finish those ships, not knowing when the Government would finish their part of the work, &c. The commodore felt somewhat offended about it and wrote back to me again, and somewhere about a dozen letters passed between us on that subject.

Q. Have you all the correspondence?—A. Yes, sir; I think I have. He sent his letters to Washington; I did not send mine.

Q. You told him you could not tell when the ships would be finished, because you did not know when the Government would finish their part?—A. Yes, sir.

Q. What was their part?—A. They rig the ships.

Q. Do you mean to say that you cannot finish your part until they get through with theirs?—A. No, sir; never. They would lay there ten years, because I finish the ship for sea the last thing, until the naval constructor says there is nothing more to do.

Q. So, if the Government should see fit to abandon the ships, and not finish them, as they have before, you think you would have no relief?—A. No, sir; not unless I go to Congress, and I have been there eight years.

Q. Are you aware whether your foremen, or any of your agents, or persons in your employ, have sold any of the material that you have received from the Government?—A. Not to my knowledge; not the value of a cent.

Q. Would you have known it if they had?—A. I would. I was very cautious not to sell anything. I gave away some mallets. They came to me about buying mallets, or blocks for calkers, but I never sold a cent's worth, nor anybody connected with me. I just told them to take them home, or take them off.

By Mr. BURLEIGH:

Q. You are an old ship-builder, I believe?—A. Yes, sir.

Q. You have built a good many ships on the river?—A. Yes, sir. I have built 160, I think.

Q. You sometimes build ships under contract, fitted for sea?—A. Yes, sir; a great many.

Q. You sometimes build hull and spars under contract?—A. Yes, sir. I have built them mostly every way.

Q. What is the usual way?—A. For the last ten or fifteen years I have built them out and out, and sold them after I had built them.

Q. You have built for hull and spars?—A. Yes, sir.

Q. When you build for hull and spars, don't you build the hull complete?—A. Yes, sir; when I build the hull and spars I build the hull complete.

Q. And you build all the spars complete?—A. Yes, sir; when I agree to build hull and spars.

Q. You build the hull complete and you build the spars complete?—A. Yes, sir.

Q. Do you put the bowsprit in and the bowsprit-cap on?—A. Sometimes we contract to build the hull alone; the bare hull.

Q. I am talking about hull and spars.—A. Hull and spars; we put the bowsprit in and cap on. We don't put the spars in; we build them and deliver them to the owner of the ship.

Q. Do you do the block-maker's work to the spars?—A. No, sir; not unless it is specified.

Q. You do not do the block-maker's work with hull and spars, you merely furnish the spars worked out?—A. Ready for the block-maker; yes, sir.

Q. As far as the hull is concerned, is that ready to receive the rigging, ready to take the masts in?—A. Yes, sir; ready to take the masts in.

Q. Dead-eyes and eye-bolts?—A. Yes, sir; I put the dead-eyes on; that belongs to the hull.

Q. And finish the cabin and state-rooms?—A. If you say "all joiner-work." Sometimes you do and sometimes you don't. If the contract does not say "joiner-work," you don't do the joiner-work inside.

Q. Take a ship of a thousand tons capacity, the frame to be of white oak, two decks, good large cabins on deck, houses on deck for the crew, boats would come in of course, and the ventilators would belong to it; for how much would you build such a ship per ton, any time the last three years, that would class A 1 at Lloyd's for eleven years?—A. I would build her for $80 a ton.

Q. I have built three or four ships of that kind, and know what I am talking about. You would not want to build the ship very much if you asked that price?—A. It depends upon who I built her for. I could build her for $70 for some men. Some men you can build cheaper for than you can for others.

Q. I specify that she is to class A 1 for eleven years, at Lloyd's.—A. If you will give me an order to build her without interfering, I could build her for $70 a ton, with one sailing suit—just the hull and spars.

Q. You do not mean the rigging and sails?—A. No; I mean just what you inquire about, hull and spars, iron-work, &c.

Q. Iron-work on what?—A. The spars complete, and joiner-work.

Q. I did not say that. I want to confine you to the hull and spars, as the term is ordinarily used. I say the hull complete and the spars complete, and such joiner-work and carpenter-work as ships have that are built in Boston to-day. What would such a ship cost?—A. I should think it was worth about $70 a ton.

Q. Would not that cover the vessel ready for sea?—A. No, sir.

Q. Does not any rigging or sails enter into that estimate of $70 a ton?—A. No; you couldn't get it done here.

Q. Are you sure?—A. I know you couldn't. I would not build a thousand-ton ship to-day for less than $70 a ton, fitted as you say, with the joiner-work and spars ready for the block-maker.

Q. Such a ship as you would build for $70 a ton, when the masts were put in and she was rigged, would be all ready for the stores to go on board, and ready for sea?—A. Yes, sir.

Q. The cabin and state-rooms painted and varnished?—A. Yes, sir; three coats of paint all through.

Q. The boats on board?—A. Yes, sir; all painted.

Q. The bowsprit and bowsprit-cap in?—A. Yes, sir.

Q. A house for the crew on deck?—A. Yes, sir. The bowsprit would be put in its place.

Q. All dead-eyes, eye-bolts, ring-bolts, and all chocks, and sheaves in the chocks?—A. Yes, sir.

Q. Hawse-pipes and ventilators, and everything about the ship?—A. Yes, sir.

Q. So that there would be nothing to do but just to put the spars in and put on the rigging and sails?—A. No, sir.

Q. Then everything is there to receive the masts, and when the masts are put in, everything is there to receive the rigging?—A. Yes, sir.

Q. Now tell me, what is the reason it cannot be done to a man-of-war in the same way?—A. Well, I don't think there is any comparison.

Q. Tell me one particular in which the same thing could not be done with a man-of-war?—A. Well, you take the specifications of a man-of-war——

Q. Tell me one particular thing—I don't want to go into generalities—that you could not do on a man-of-war to complete the hull and leave it ready for the riggers to go on board and do their work.—A. Why you could not put in your eye-bolts, for one thing, until your rigger marks for them. A navy-ship is not like an outside ship. Mr. Easby won't mark for the eye-bolts on board of this ship nor for the gun-tackle.

Q. Are not all the eye-bolts in each of those ships?—A. Not all yet.

Q. What particular eye-bolt is it?—A. I can't tell you. A good many eye bolts.

Q. Tell me one.—A. I can't tell you now; but I know there are a good many.

Q. Tell me one particular bolt that is not there, which would prevent the riggers from going to work?—A. The riggers can go to work to-day.

Q. The riggers can get the rigging up, because the bolts are there?—A. Yes, sir.

Q. You cannot say, then, that you cannot go to work and finish the hull of that ship because the riggers do not do their work?—A. There are so many things that come in their line that come in with ours.

Q. You have done your work when you complete the hull? The riggers cannot go to work until you complete the hull?—A. I finish that ship for sea, you know.

Q. You finish the hull of that ship. You have said, heretofore, that when you got the eye-bolts all in, and all this work done, the hull was ready to receive the stores and go to sea, so far as the hull is concerned. I want you to remember that you have said that.—A. I am talking about an outside ship. You are talking now about a man-of-war. You go up aloft on the tops, if you please. There is an iron railing to be put around there; that is by direction of the boatswain or second boatswain, or the sailing-master. He says, "I will have the iron railing put here." Then the iron stanchions have got to be galvanized. We can't tell where to put these things, and other things.

Q. Were not those tops fitted out before they were left?—A. No, sir; those things are not in.

Q. The holes are bored, are they not?—A. Some are and some are not. The Adams is pretty much bored; the Essex is not. They are different ships, and the tops are different.

Q. You had plans made before the men were sent aloft?—A. Yes, sir.

By Mr. HARRIS:

Q. Mr. Burleigh asked you the difference between a merchant-ship and a ship of war, but did not allow you to tell the difference. What is it?—A. There are so many differences that I can't tell you. It would take until morning. My furniture is completed for those ships. I offered to put it in its place on board the ships, but Mr. Easby says, "If you do you have got to take the responsibility. This ship may not be finished for six months, and if you put it in I will not receive it."

Q. Mr. Burleigh asked you something about a merchant-ship, and you said you would build the hull and spars and do everything belonging to them for $70 a ton, and you say there is a difference between that and a ship of war in that particular?—A. Yes, sir.

Q. If you build a merchant-ship you have your plans for the rigging, haven't you?—A. Yes, sir.

Q. And it is part of your job to furnish all your material, and you know exactly what your job is to be?—A. Yes, sir.

Q. Do you know what your job is to be on these ships in connection with the rigging?—A. No, sir; I don't know anything about it.

Q. Now, I want to know if you say you cannot put into that hull the necessary iron-work to receive that rigging until you know what it is?—A. Yes, sir; you cannot put it in by the plans. You cannot put in the dead-eyes.

Q. Have you plans for everything you are to do to those ships?—A. I think, as far as I have gone, I have had plans.

Q. As far as you are under contract to do, have you got plans?—A. Yes, sir; I got them from the naval constructor.

Q. Have you got them independently of him?—A. No, sir; not independently of him.

Q. Can you go on without him and finish your work?—A. No, sir.

Q. Then the only reason why you cannot finish those ships is because you have not received definite plans which he has adopted? Is that it?—A. That is it. He is not prepared to let me finish the ship.

Q. Why not finish it for yourself under the contract?—A. I will tell you one instance: The gearing for the steering-wheel and the iron blocks that go under the deck. It is a very complicated arrangement. The Government furnishes them, and they have got none made.

Q. Do you know where they are to go?—A. Yes, sir; but I do not furnish the blocks. They furnish material.

Q. So that there are things which the Government is bound to furnish you which you have not got?—A. Yes, sir; they furnish their own blocks.

Q. Have you a contract to make the boats?—A. Yes, sir; and I have made them.

Q. What are they?—A. There are seven boats; a steam-launch, working-launch, two quarter-boats, whale-boat, gig, and dingy.

Q. Have you made them all?—A. Yes, sir.

Q. Have you made the steam-launch?—A. Yes, sir; for the Adams, not for the Essex.

Q. In making a contract for building the hull of a merchant-ship, what do you say is reckoned in the hull?—A. If I build the hull, I build her with a set of dead-eyes, put the bowsprit in, and paint her.

Q. What else?—A. Finish her inside and out, ready for her spars and rigging.

Q. How is it as to boats?—A. I do not build any boats, except when I make an agreement to do it.

Q. If you were building the hull and spars of a merchant-ship, would you not furnish boats?—A. No, sir; unless they named boats.

Q. I want to know what you can build a thousand-ton merchant-ship for, to be classed eleven years A 1 at Lloyds', and have her all ready to go to sea?—A. I will build you a thousand-ton ship to-day, to class A 1 at Lloyds', and give you one sailing suit, (I will give you nothing extra,) give you her boats and caboose, for eighty dollars a ton.

By Mr. BURLEIGH:

Q. The ship to carry heavy cargoes, at the lowest rates of insurance, to any port of the world?—A. Yes, sir.

Q. Wouldn't you do it for sixty dollars a ton?—A. No, sir.

Q. Is it not done by other ship-builders as low as that?—A. I think it is done at Bath, where they get rents cheaper, labor cheaper, and everything else; very good ships, too.

By Mr. HARRIS:

Q. How much more do you think the hull of a frigate of the same size, built after the manner of Government vessels of the present day, with a live-oak frame, &c., would cost than the hull of a merchant-ship?—A. Over double.

Q. Provided you had both of them in your own hands to build, without interference on the part of the Government, you say one would cost double what the other would?—A. Yes, sir; when you take the Government specifications to build them by, the manner of coppering them, and all that.

Q. Can you explain why?—A. For instance, we locust-treenail our ships, and the Government drive in copper bolts and drive them in thicker than we do the locust treenails. I would as soon have a locust treenail as copper-bolt.

By Mr. BURLEIGH:

Q. Would not a merchant-ship have more carrying-capacity than a Government vessel?—A. Yes, sir: but there are very full ships.

Q. She would have more inside and outside surface?—A. Yes, sir.

Q. Consequently, would take a greater surface of timber?—A. Yes, sir.

Q. How much difference is there in the weight of the timber in a man-of-war and in a merchant-ship?—A. I don't think there is much difference in the scantlings, as we put them into our best ships. The walls of a man-of-war are thicker, and the garboards.

Q. Would not about the same amount of copper sheathing have to be used for coppering one vessel as the other?—A. Yes, sir; about the same quantity.

Q. Don't you use a great deal of hard pine in a man-of-war?—A. We do the ceiling of a man-of-war with hard pine; outside, we use oak.

Q. Is not the ceiling nearly as much as the outside planking?—A. I should think it was about the same.

Q. Then one-half of the planking of a merchant-ship costs as much as the planking of a man-of-war?—A. I should think it did, about as much.

Q. Is the end-beam of a man-of-war white-oak?—A. Yes, sir.

Q. Are the beams of a merchant-ship of different timber, or are they the same?—A. They are molded larger in a man-of-war, but they are the same kind of material.

Q. Low down?—A. Yes, sir.

Q. Are the decks the same kind of material in a man-of-war as in a merchant-ship?—A. Yes, sir; much thicker, that is all; an inch or an inch and a half thicker.

Q. Is the cabin of a man-of-war furnished any better than merchant-ships?—A. No better than some of our merchant-ships.

Q. Would you not build a more elaborate cabin for the ship you had in your eye when you said you would build it for $80 a ton than you would for a man-of-war?—A. The style would be about the same. There would be more gilding, and more hard wood.

Q. Have you not finished some of the ships you have built as smoothly and nicely as you have finished these Government vessels?—A. Yes, sir; I have.

BOSTON, *March* 23, 1876.

B. H. SAMPSON sworn and examined.

By Mr. MILLS:

Question. What position do you hold in the navy-yard?—Answer. Foreman of shipwrights.

Q. How long have you been here in that capacity?—A. I came here in July, 1869.

Q. Do you know of any timber being received in this yard and measured and pronounced to be greater in quantity than the real quantity that was bought?—A. No, sir.

Q. Do you know anything of Simon McKay's employment in this yard?—A. Yes, sir.

Q. Who employed him?—A. He was put on, I think, by order of the Department at Washington.

Q. What is his pay now?—A. Two dollars and seventy-six cents a day.

Q. What was his pay when he was first put here?—A. He served as first-class shipwright at $3.26 a day.

Q. What was his pay when he was molding the frame of the Adams?—A. I am unable to say whether he was quarterman then or not. It was $3.76 if he was quarterman. I can tell whether he was or not by referring to the books kept at that time. I am not certain.

O. What relationship exists between him and Donald McKay?—A. They are brothers, I understand.

Q. Did you sign the bills for the live-oak that went into that ship?—A. No, sir.

Q. Who did?—A. I could not tell you.

Q. How many feet of live-oak would be required to put into that ship to make the frame of it (the Adams) and do what was necessary?—A. Judging from the amount that it took for the Vandalia, I should say that it would take somewhere in the vicinity of twenty-one or twenty-two thousand feet.

Q. How many feet of pine to do the work that was to be done on the Adams? How much pine lumber would it take to be put in that vessel where the pine is to be used?—A. I am sure I am not prepared to answer that question, because it has not been a part of my business to keep an account of the lumber used on that vessel.

By Mr. BURLEIGH:

Q. Will you state, in your opinion, how much white-pine lumber was required to do the finishing of the Adams, the cabin-work, bulk-heads, hammock-lining, and all that kind of work, if you can tell, within two or three thousand feet?—A. I should say between 38,000 and 40,000 feet of white pine. I tell you in the first place that I am not posted, because it has not been part of my business.

Q. Why don't you say that you don't know, if you don't know?—A. I say I don't know, positively. It is merely my opinion.

Q. Do you mean that, besides mahogany and black walnut?—A. Well, there is very little of those in the ship, except for the furniture.

Q. What is the workmanship of the outside on the Adams?—A. It is good.

Q. You cannot tell how much pine it would take to do the pine-work on the Adams?—A. No, sir; that has not been part of my business; but, as I have stated, in my opinion, it would require from 38,000 to 40,000 superficial feet.

By Mr. MILLS:

Q. Did you deliver any tools to Mr. McKay?—A. Yes, sir.

Q. By whose order?—A. By order of the constructor.

Q. What was done with them?—A. They were taken to East Boston.

Q. How many tools did you deliver?—A. I cannot tell you. His receipt will show, the receipt-book in the constructor's office, and they were all put upon that book.

Q. Have they been returned?—A. I think not, all of them.

Q. What is the value of those that have not been returned; can you state?—A. No, sir; because I don't know what portion of them now remain at East Boston.

Q. Can you tell by your books?—A. No, sir.

Q. Whose books would show?—A. Those of the construction-store clerk.

Q. Do you know whether or not there was more timber furnished Mr. McKay than was in your judgment necessary to do the work on the Adams?—A. I don't know that there was.

Q. Did Mr. McKay furnish a good deal of timber that went into the Adams himself, outside of the yard?—A. Yes, sir; he furnished most of the planking.

Q. You did not furnish him any planking in the yard?—A. I don't know but there might have been some.

Q. You did not furnish him a great deal of plank, then?—A. No, sir.

Q. Did you furnish him much pine?—A. I don't think we furnished him any yellow-pine. We furnished white-pine for the joiner-work.

Q. How much do you suppose?—A. I say I don't know, positively, how much.

Q. It is not your part of the business to keep the record of that?—A. No, sir; that is the joiner-work. That has been delivered by the inspector of timber.

Q. Let me ask you right here if you have any information that any more was furnished him than he was charged with; any more lumber of any kind—white-pine or any other?—A. I have no knowledge of anything of the kind.

Q. Have you any belief about it from any information that you have?—A. No, sir; I don't know of anything.

Q. Who furnished the timber; who actually measured and delivered to Mr. McKay the timber that went into that vessel?—A. Well, the timber when it comes into the yard is inspected and surveyed by the inspector of timber, and a register-mark is put upon the end of every stick, and that corresponding register-mark is on his book, showing the number of feet there are in that piece of timber, and when we want a stick of timber to use, we get this register-mark, and the inspector of timber will take that and charge it to whatever object it is used for, and return it to the constructor.

Q. Well, now, after that explanation, do you know who furnished that timber; who went and got it and delivered it, any of it, or all of it?—A. Mr. McKay's brother and William

B. Sprague were the two men who selected the timber and molded the frame for Mr. McKay. It was got out in the saw-mill, and the inspector of timber had a man there to take every stick on his book as fast as they selected a stick.

Q. Who was he?—A. Charles H. Sprague.

Q. Is he here now?—A. Yes, sir.

Q. Was it Mr. Sprague who took the timber and delivered it to the mill?—A. No, sir; it was done through him. He had an assistant, a man by the name of John B. Simonds.

Q. Where is he?—A. I don't know where he is.

Q. He delivered it on the wharf, where it was put on a vessel and floated over to Mr. McKay's yard, while he was building the vessel?—A. Yes, sir; while the live-oak timber was got out. Mr. McKay's brother and William B. Sprague were the two men who selected the timber for the frame, and the inspector of timber would take the registry-mark and charge it to the ship. All I had to do was to see that the timber was got out and delivered outside of the mill.

Q. How about the white-oak plank and pine plank; that didn't have to go to the mill, did it?—A. I think it was only white-pine plank. There was no yellow-pine plank delivered him, I think. Mr. Sprague, the inspector of timber, measured that when it came in the yard. He delivered it to Mr. McKay, and on every board and plank is marked the contents. The white-pine is marked with the actual number of feet in each board or plank.

Q. Now, who measured the white-pine plank?—A. Mr. Sprague.

Q. He reported it to the constructor to put on his books?—A. Yes, sir.

Q. The amount of pine lumber they furnished to Mr. McKay was measured by Mr. Sprague; that measure was reported to the constructor, Mr. Easby, and put on his books?—A. Yes, sir.

Q. Do you know of any instance where timber has been received in the yard and measured at a greater amount than was actually received, and pronounced to be a greater amount?—A. I don't know of any such case.

By Mr. JONES:

Q. By whom and what influence were you appointed here?—A. I was appointed through the influence of General Banks, I suppose. He was the member of Congress from this district at that time.

Q. What constructors have you served under?—A. I have served under Mr. S. M. Pook, who was here when I reported for duty, Mr. Isaiah Hanscom, Mr. Davidson, Mr. Simmons, William L. Hahscom, Mr. Samuel H. Pook, and the present constructor, Mr. Easby; also Mr. Fernald.

Q. Are you acquainted with the contract-ship Adams, built by Donald McKay?—A. Yes, sir.

Q. What part of the work did the Government perform for Donald McKay?—A. They got out the frame.

Q. Did you understand it to be the duty of the Government to do such work on the contract?—A. I did not at the time; not until I had orders to do it.

By Mr. HARRIS:

Q. Did you know anything about the nature of the contract between the Government and Mr. McKay?—A. No, sir; I never saw it. It was only from what I have heard.

Q. You say you did not think at the time that it was the Government's duty?—A. No, sir; not at the time. I supposed they would furnish him with the timber; *i. e.*, judging from the estimates made for building the ships at that time. I supposed the Government would furnish him the live-oak.

Q. Therefore it was a surprise to you, was it, that you had to get it out?—A. Yes, sir,

By Mr. JONES:

Q. What was the condition of the tools returned?—A. Well, they were in as good condition as could be expected after having been through that service.

Q. Was the Adams in the dry-dock?—A. Yes, sir.

By Mr. BURLEIGH:

Q. What damage would building a ship do to the tools, ordinarily?—A. Not a great deal, except to the falls and blocks. These would deteriorate materally by being used six months or a year in a ship-yard.

By Mr. JONES:

Q. At whose expense was the Adams put in the dry-dock?—A. At the Government's expense.

Q. At how much expense should you judge, as an estimate?—A. I have it, and can tell you within a dollar or two.

Q. Have you the time charged of all the men?—A. Yes, sir.

Q. Please give that to the committee. Was the contractor furnished with more material than was required to build the ship, according to the best of your knowledge?—A. No, sir, not that I know of.

Q. Not the whole, but any particular class of lumber?—A. I have no means of knowing that he was.

Q. Have you heard such reports?—A. Yes, sir; I have heard all kinds of reports.

Q. Have you any knowledge of any one that has said that to you? If so, state his name. A. I don't recollect now any one that would be more liable to know anything about it than I would myself. I have heard such flying reports.

By Mr. MILLS:

Q. Do you know of any labor or materials that were charged to the ship Vandalia that were used for other purposes—not used on that vessel?—A. I can't call any to mind now, but I think very likely there has been.

Q. Why should any be charged to her at all that was not used on her?—A. Well, sometimes, when we are in a hurry, if we find a piece of work made for one ship that is not wanted immediately for that vessel, which can be used on the vessel which is in a hurry, we use it on that; but we intend to give the credit to the ship for which it was prepared when such transfer is made.

Q. Do you know of any large amount of timber bent by the bending-machine for the vessels, that was not fit for use?—A. There has been a good deal of timber broken up there by that machine and destroyed.

Q. More destroyed than was used?—A. Well, I should no twant to say that. In one department, in the knee department, I think that would be true, as far as the knees are concerned. But in the timbers I don't think that holds good.

Q. Have you ever used any of the timbers bent by that machine in constructing a ship built in this yard?—A. Yes, sir; the torpedo-boat. All her backing under the armor-plating was bent by that machine.

Q. How much work was saved by using such kind of timber other than would have been saved if you had used naturally-bent timber, taking into consideration the amount damaged?—A. The torpedo-boat had yellow pine backing, and it is very seldom that you find a sweeping stick of yellow pine. It is almost always straight timber, and in order to get it out there would necessarily be great waste, and it would necessarily be shorter pieces.

Q. How much was saved by using the bending-machine; how much labor was saved, and how much benefit on that vessel was it, in your estimation?—A. That would be a difficult matter for me to tell.

Q. You did not keep any account?—A. No, sir.

Q. Can't you, by a full description of the amount of work which you did, give us the means of judging?—A. The backing is about 5 feet in depth, I think, and it went the entire length of the ship, and was about 9 or 10 inches in thickness, and it was bent to conform to the shape of the ship's sides.

Q. Well, in bending that for that purpose, was the grain of the wood on the inside of the bend compressed and the outside strained?—A. No, sir; because the bend was so slight that it would not require that. The ship was very sharp.

Q. Could you not have bent that timber by heating it, with the methods that you had previously used on the yard, before you had the machine?—A. I don't think we could have kept it in shape.

Q. What is there about this machine that keeps the wood in shape after it is bent?—A. It is held in form by portable holders, secured to the floor of the mill, until it gets thoroughly set, so that it will retain its form.

Q. Have you not been in the habit of taking the plank and steaming it and making the same bends, fully as abrupt, without any of these machines?—A. Yes, sir.

Q. And of the same thickness as the timber you bent for that purpose?—A. No, sir.

Q. Do you bend any planking by this machine?—A. No, sir.

Q. Do you use it now for bending timber?—A. Only for bending the frame of the Miantonomoh, now building at Chester, Pa. In building the Vandalia, the rails, waterways, and chocks, and a good many other pieces were bent by that machine.

By Mr. HARRIS:

Q. What proportion of the Vandalia was bent by this machine?—A. I cannot say what proportion.

Q. You never bent the frame of any ship?—A. The live-oak frame is hewn or sawed out by the molds and bevelings.

Q. Did you bend the knees of the Vandalia in this machine?—A. Yes, sir; some of them.

Q. Was the work done by that machine for the Vandalia satisfactory and good work?—A. Yes, sir.

Q. Did you waste timber by breaking and otherwise?—A. Not on that ship.

Q. Do you estimate this machine of any practical value in a navy-yard, considering the expense of it? Do you consider the machine of practical value to the Government in case the yard was being used fully for building ships?—A. I think if we were carrying on work at the rate we were during the rebellion, that that machine could be worked in to very good advantage, when we had half a dozen ships going on at the same time.

Q. Would you consider it of much value at a time of peace like this?—A. No, sir; not at the present time.

Q. Would you use it at the present time if you had a single ship to construct in the yard, and were building her of a frame of live-oak?—A. Well, it might be used; but I don't know that there would be any great advantage to be derived from it. If we had to go to work and get engineers and men to run the machine, just to bend a few pieces, it would not pay.

Q. So that unless you have full work, you would not think it so profitable to use it?—A. No, sir; that is my opinion.

Q. Can you bend seasoned timber with it as well as you can green?—A. Yes, sir; better.

Q. Has not the timber got to be cleaned before you put it into the machine?—A. Yes, sir; green timber would burst all to pieces. The water must be all vaporized and got out of it. If it is not, it acts as a hydraulic pressure and will burst the timber.

Q. Then, if you were in a hurry and a dry timber was not to be had, this would not answer the purpose?—A. Well, you would have to steam the timber a good while in order to get the water out of it.

Q. Do you consider it proper to use green timber at any time in ship-building?—A. No, sir. Outside, when we build merchant-ships, we don't stand about seasoned timber for the white-oak frame, because generally the time between the commencement of the ship and the finishing of her would be enough to season it.

Q. Would you recommend the Government to buy a bending-machine, provided they had none, to do its work in this yard?—A. Not at the present time; I would not.

Q. Would you at any time, knowing what it will break, and the cost of establishing it?—A. No, sir; I don't think I would recommend it.

Q. Did you ever hear any one say that it was a failure, before it was bought by the Government, or was it considered so?—A. Well, I cannot tell directly. I may have heard reports to that effect.

Q. Was that a common report?—A. Well, so far as I am able to answer that question; I would say that I have heard that statement made.

Q. What was your individual opinion at that time?—A. I had no opinion, because I had not seen the machine or any of its work.

Q. When it was first introduced here and when you did know what it was, were you favorably or unfavorably impressed with it?—A. Well, not very favorably impressed with it.

Q. You never would have bought it of your own motion?—A. No, sir.

Q. Did the Government deliver to Mr. McKay any of the material for building this ship—I mean move any of it?—A. If you mean deliver it outside of the yard by Government conveyances to Mr. McKay's yard, I answer not that I know of. The Government teams, I think, hauled the material down to the wharf where he had a vessel, and loaded it at his expense.

Q. How does the work on the Adams compare with the Government work?—A. Favorably.

Q. Do you consider it as good as Government work?—A. Yes, sir.

Q. Have you seen the timber, knees and lumber delivered at this yard since you have been on duty here?—A. I have seen some of it; it is not my business to inspect it.

Q. You being here as foreman, you must see the most of it.—A. I have seen considerable of it.

Q. Are the knees received here of good quality and in accordance with the Government regulations?—A. Not having seen the requisitions and contracts, I don't know what the Government have required them to put in.

Q. They generally require first quality of everything, don't they?—A. Yes, sir.

Q. Are the knees received here of good quality, and in accordance with the Government regulations? You know what those are.—A. There have been a great many knees put in here that I have not examined in any way, and did not consider it part of my business at all until I came to use them; therefore I don't think I am qualified to tell.

Q. That is not the question I asked; are the knees received here of good quality and in accordance with the Government regulations?—A. If I didn't inspect them I couldn't say. There are hundreds of knees in the yard which I have never been called upon to examine in any way, that remain here in the yard.

Q. Do you know of what quality they are?—A. Some of them are first qual i and thea are some that are not; whether they have been accepted or not, I don't know.

Q. How many should you think there were of first-class quality, such as the Government would require, to the best of your knowledge?—A. Well, I cannot say; I should not want to fix the number.

Q. How many should you think?—A. I don't know that there are any, that have been received by the inspector.

Q. What is the quality of the live-oak received at this yard?—A. It is of good quality.

Q. Is it suitable for ship purposes?—A. Yes, sir.

Q. How many ships of a thousand tons each could be built from the amount of live-oak now on hand in this yard?—A. To get the entire frames, it would be perhaps three ships of a thousand tons each.

Q. Could you get all the difficult pieces for three ships out of the live-oak now in this yard?—A. I think we could. I wish to state here why I say so; that which is piled up in the buildings has been culled over and over again and the select pieces have been used;

some went to Portsmouth, and Mr. McKay's ships were got out of it, and some portions of the frames of the Enterprise and the Essex were taken from this timber. Therefore it has been pretty well culled over.

Q. Do I understand that you made that selection for these ships before this live-oak was received?—A. Yes, sir; I am referring now to the live-oak piled up in the shed.

Q. Is there any of this live-oak piled up in the shed; has there been anything taken from it?—A. No, sir; of that delivered last summer there has not been any taken out, not to any amount that I know of.

Q. Is tnere a fair proportion of difficult pieces, such as would be required to build a ship of a thousand tons, among that timber, enough and suitable to build three ships of a thousand tons?—A. When I speak of that, I include all the live-oak timber in the yard.

Q. Is there among the timber delivered by Mr. Swift, outside of the lot on hand when you culled the timber for the Enterprise and other vessels, enough of difficult pieces to make three ships?—A. I should say not, although I have not made special examination of the timber.

Q. Then you would not consider it timber of the first quality, would you?—A. It might be timber of the first quality, but it would not be suitable for this work.

Q. How many ships do you estimate that the timber furnished by Mr. Swift would build, provided it was suitable and well selected?—A. I cannot give you the cubic feet of timber. It would build six or eight ships, according to the size.

Q. How many ships can you get out of that lot and find all the difficult pieces?—A. I tell you that to get *all* the pieces we could not get more than three ships of a thousand tons each.

Q. State whether or not the last lot of live-oak timber delivered by Mr. Swift, independent of all the timber on the yard, contained a fair proportion of difficult or special pieces of timber?—A Well, I think that the straight timber predominated; that there is more of that in proportion, in my opinion, than what you can use up in building a ship.

Q. You think there is not enough of special pieces to use up the balance of the timber?—Yes, sir.

Q. Is it your design and desire in purchasing a lot of ship-timber to get difficult and special pieces enough to use up the rest?—A. Well, you will have to go over a great deal of timber to get that. There always will be, in all cases, a quantity of timber that you have to purchase that you are unable to use in building a ship. You will have to purchase a great deal more than would otherwise be needed in order to get a sufficient quantity of these special pieces.

Q. Do you have, ordinarily, to make special or difficult pieces in order to use up your other parts on hand?—A. Yes, sir; very often.

Q. Is there any rule by which you determine, in the purchase of timber, what proportion shall be straight and what shall be crooked or extra—speaking now of Government purchases of live-oak?—A. Well, generally a contract is made for the principal pieces, so many feet, so much curved timber and so much of promiscuous timber, and divide it off.

Q. The principal portion of the timber would make the difficult pieces?—A. Yes, sir; the special pieces.

Q. Was Mr. Swift required to furnish the timber in that way, or did you simply take it by measure, or anything that was brought?—A. It was taken as it was delivered, the timber-inspector classifying the same.

Q. What classifications have you for live-oak timber; is it straight, curved, and special pieces?—A. Yes, sir.

Q. What do you call the principal pieces?—A. The large pieces to make stems and sterns, posts, &c.

Q. What is the price paid for staight live-oak?—A. About a dollar and forty cents a foot, I think.

Q. What for curved?—A. $1.50 and $1.75.

Q. What for special pieces?—A. Well, sir, I think $2 and upwards. I don't know.

Q. Is it required that those curved pieces shall be from twelve to thirteen inches?—A. I believe that is so specified.

Q. Do you know that any of the lower grade of timber has been received at a higher price—at the price of the higher grade of timber?—A. No, sir.

By Mr. HARRIS:

Q. I want to find out whether, in the delivery of live-oak, the party delivering it is bound to furnish the different grades, or whether the Government will take either grade without reference to the other?—A. So far as my observation goes, all timber has been received by the Government that has been delivered here.

Q. And then divided into the proper grades by the Government surveyors and inspectors?—A. Yes, sir; that is their business.

Q. Therefore you give them "straight timber," according to the inspector's survey, so much?—A. Yes, sir.

Q. Of "curved timber" and "special pieces," so much?—A. Yes. sir.

Q. So that, if a man should deliver upon your yard 10,000 cubic feet of timber, you would take it if it was all straight, giving the "all straight" price?—A. Not if the schedule called for so many pieces of straight, such a portion of curved, and such a proportion of special.

Q. Supposing you had not a contract specifying, and the party was allowed to land 50,000 cubic feet of live-oak timber, and then the Government saw fit to purchase it, state whether or not it might be taken for "all straight," at the "all straight" price?—A. I should say so.

Q. So that, unless the party had a contract to deliver such a proportion of straight, and such a proportion of curved, and such a proportion of special pieces, the whole would be taken at its proper grade, and at that price?—A. Yes, sir.

Q. Do you know anything about what arrangement they had with Mr. Swift for the delivery of this last lot of timber?—A. No, sir.

By Mr. JONES:

Q. Did you know that this large amount of timber that was delivered on the yard here was Mr. Swift's timber and not the Government's, when he had permission to deliver it?—A. Yes, sir; I so understood it.

Q. In your opinion, as foreman shipwright, did you consider that a fair lot of straight timber, of curved timber, of principal pieces, or were there more in proportion of either kind than there usually is delivered here by contract?—A. I believe I have answered that question already.

Q. I don't think you have on this last lot of timber?—A. I said I thought the straight predominated. In going into the building of a ship and using up timber in that way, the special pieces and the curved timber will be used up, and there will be a quantity of straight timber left. The straight timber will not be all used.

Q. Then I understand you to say that of the timber that Mr. Swift had permission to land on this yard, there was more straight timber in proportion than there should have been if there had been a contract by the Government?—A. That is my opinion, sir.

Q. Was there considerably more?—A. Well, sir, I don't know; I have not paid particular attention to it.

Q. How was that timber in regard to its size, in comparison with other timber that had been contracted for by the Government, and delivered under contract? I mean this last lot that Mr. Swift had an order to land on the yard here, that was brought from East Boston and other places, and afterwards received by the Government; how was that in regard to its sizes?—A. I don't think it would vary much, from what I have seen since I have been here.

Q. Is the live-oak on this yard now properly stored?—A. No, sir.

Q. Why not?—A. They have not had the help to do it.

Q. Is the oak timber properly stored?—A. No, sir.

Q. Would it not have been better in the water, than it is piled up in the yard and under those temporary buildings?—A. That piled up under the temporary buildings is live-oak.

Q. There is some on this yard that lies exposed to the weather, of this last lot that was received?—A. Yes, sir.

Q. A large amount?—A. Yes, sir.

Q. How much should you think of this last lot now lies upon the yard exposed to the weather?—A. Well, I think that all that has been delivered by Mr. Swift since last summer, whatever it is, is now out of doors.

Q. Is it exposed to the weather?—A. No, sir; some of it is in the dock, but a large proportion of it lies on the ground exposed to the weather.

Q. Is there not a very large lot of white oak, yellow pine, and live-oak timber, now lying out of doors on the ground, exposed to the weather on this yard?—A. Yes, sir.

Q. Do you know how long live-oak timber will last under water?—A. It will last until the next centennial, I guess, if not used before that time.

Q. Do you know who ordered it piled up in the manner that it is now, in a large pile?—A. Mr. Pook.

Q. Do you know the reason why it was piled up there instead of putting it in the wet basin?—A. There were no facilities for getting it into the dock. Mr. Pook proposed the extension of the present railway in the yard, down to the extreme lower end of the yard, so that the timber could be transported on the cars and thrown off.

Q. Do you consider it economy in the Government to buy and keep on hand large quantities of timber that they have not facilities for taking care of?—A. I should say not.

Q. Is that the case to-day?—A. Yes, sir; there is a large quantity of timber about the yard that is not properly taken care of.

Q. Have the Government facilities to take care of this immense quantity?—A. Certainly they have. I don't understand what you mean by "facilities."

Q. Have you the buildings and docks to put this timber in, so that it can be preserved?—A. Yes, sir; but not the force to handle it. There is quite a large basin which you didn't see, called the "lower basin," which is partially filled with old spars, that have been there for years. The basin is nearly filled with that kind of stuff.

Q. How long has this state of things existed, that the timber has lain outside on the ground and in the yard, exposed to the weather—timber that should have been put in the docks—and thus been deteriorating all the time? How long has that state of things existed, to your knowledge?—A. Well, it has always been so, to a greater or less extent.

Q. For how long?—A. For ten years.

Q. Who has delivered this live-oak?—A. Mr. Swift.

Q. Who delivered the knees?—A. That I couldn't tell you.

Q. Who delivers the white-pine material, do you know?—A. I think that has been delivered by different parties. I think Mr. Trickey put in the larger part of it, and the oak timber different parties. Mr. Trickey put in some, Mr. McCullough some, and a man by the name of Duryee.

Q. Who for the last five years has delivered the most of the timber to this yard, outside of the live-oak?—A. I should say Mr. Trickey.

Q. Do you know of any articles received after being once rejected on this yard?—A. I don't recollect of any articles that have been received after being rejected.

Q. Are you acquainted with the work on the Essex?—A. Yes, sir.

Q. Where did she come from?—A. From Portsmouth navy-yard.

Q. Who is doing the work on that ship now?—A. Donald McKay.

Q. Did much material come up in that ship when she came from Portsmouth?—A. Her cabin-work, the bulk-head, and quite a lot of iron-work, the castings and materials—a schedule of which was taken—and some furniture.

Q. What was done with that material that came up in her?—A. It has been used on the ship.

Q. Has the Government done any work on her since she arrived here?—A. Yes, sir.

Q. What is it?—A. She was docked, and her stern-bearing was put on, and her engine-beds were changed and refitted, poles cut for valves, &c., holding-down bolts put in, &c., and the location of the coal-scuttles in the deck changed.

Q. Do you know how much it cost the Government for labor and for what they did on the Essex after she got here, or about how much?—A. Well, I cannot tell you now. It was several thousand dollars.

Q. How many thousand dollars should you think?—A. Well, I can tell you if I can have time to think the matter over. This was before the work that I just spoke of, in changing the engine-beds, &c., was done, before the ship was let out at contract.

Q. Do you say that cost several thousand dollars?—A. Yes, sir.

Q. How many should you think? What is your estimate?—A. When I said "several thousand dollars," I meant what work we had done on her since the contract and before, because we have done quite a number of jobs on the ship since the contract, on account of alteration.

Q. How much did these alterations amount to on the Essex that were done by the Government?—A. A thousand or fifteen hundred dollars.

Q. Were they done by the Government?—A. Yes, sir.

Q. Was there a board called to estimate how much those alterations would cost?—A. Not that I know of.

Q. Do you select your employés?—A. Yes, sir.

Q. The whole of them?—A. Yes, sir; as I require them.

Q. Are the names given to you, and then are you required to employ them?—A. In some cases, and in some cases they are not.

Q. Are they not given to you in a majority of cases?—A. No, sir.

Q. Have you, or any one under you in your department, collected any money for presents since you have been in this yard?—A. At the time Mr. Hanscom was detached from this yard and ordered to the Brooklyn yard, a movement was made on the part of the employés to raise money for the purpose of hiring a band to give him a serenade, with the understanding that if anything was left after paying for the band it should be devoted to the purchase of a present for Mrs. Hanscom.

Q. Did you collect it, or did any one under you collect it, or did you order it done?—A. It was collected all through the yard, in different departments.

Q. Have you, or any one under you, collected any money for presents since you have been at this yard?—A. I say money has been collected. I don't know as I have collected any.

Q. You have ordered it to be done, have you not?—A. No, sir.

Q. Do you know of any one collecting any?—A. Yes, sir.

Q. To whom were the presents given?—A. To Mr. Hanscom's wife.

Q. How much money did they collect?—A. About $600, I think.

Q. Which Hanscom was it?—A. William L. Hanscom. It was a public thing. I suppose everybody knew it. They had a reception at the house that evening.

Q. What was the present?—A. It was a shawl.

Q. Do you know who gave the order to collect?—A. No, sir; there was no order given.

Q. You don't know who started the thing, or put it up?—A. No, sir; I do not; but it was a general movement throughout the yard. Every department in the yard subscribed more or less toward it.

Q. Was there ever any other money collected for presents?—A. Not that I know of.

Q. You have been chief of the shipwrights for some years?—A. Yes, sir; foreman.

Q. In your experience, who determines the question who is a shipwright competent to be employed in the yard?—A. I have considered that my duty, subject to the approval of the constructor. I recommend certain men when I employ them as shipwrights.

Q. Have you selected men, as far as you were able, who were competent as shipwrights, without the interference of other people?—A. Not in all cases.

Q. Won't you give now, in your own way, your experience upon that subject of employing shipwrights. I want to ascertain whether or not you have had the free and independent exercise of your own judgment in this matter of employing competent men as shipwrights, or whether you have been interfered with by politicians, members of Congress, or ward politicians of this city, or heads of Departments. I prefer that you should state it in your own way, for I have no doubt that you have had experience that we would consider valuable.—A. I would say that I have not felt at liberty in all cases to select such men as I could wish to. I don't know that I have had positive orders in some cases to hire certain men. They have been ordered on by the Department at Washington, and by the constructor, so that I felt it my duty to employ the men, although in a great many cases I did not consider that they were really the best workmen.

Q. Or competent workmen?—A. In some cases.

Q. Have you been ordered to receive men classed at a certain rate?—A. Yes, sir.

Q. From whom have you received those orders?—A. From the constructor.

Q. Do you mean at Washington?—A. I received them through the constructor here. The orders came from Washington to the constructor here to employ such and such men, at such and such rates.

Q. When you have got in that way incompetent workmen, what have you been in the habit of doing about it?—A. I have done the best I could with the men, kept them at work.

Q. Have you been in the habit of reporting them for discharge?—A. Do you mean on that account?

Q. Yes, sir.—A. No, sir; I have not.

Q. So that, in point of fact, although the chief ship-carpenter in this yard, you have not had entire control of the employment of your men under you?—A. Not the entire control; no, sir.

Q. How you ever felt yourself so far independent in your place that you could discharge whom you pleased?—A. No, sir; not in certain cases.

Q. Have you been applied to to take on particular men by persons not connected with the yard?—A. Yes, sir.

Q. Well, who, and in what instances?—A. Now you refer to whether I have been requested to hire certain persons by parties not officially connected with the yard. Well, sir, you might say that almost every prominent man, including Mr. Harris himself, has made such requests of me; and Mr. Simmons, the collector, Mr. Rice, the present governor, Mr. Frost, Mr. John M. S. Williams, General Banks, and Mr. Gooch; not recently, though, General Banks.

Q. How long ago?—A That was in his old time.

Q. Formerly, before 1874, state whether or not he exercised large influence here on you in the employment of men?—A. Not personally; he never has made many requests of me.

Q. Were his wishes regarded, so far as you could ascertain what they were?—A. Yes, sir.

By Mr. HARRIS:

Q. I believe, in my case, there has been only one man whom I have asked you to employ; I could not keep him here very well, could I?—A. No, sir.

Q. Was he a good workman?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Among your own personal friends, outside of politicians, have not such requests been frequently made of you for some of their friends?—A. O, yes, sir.

Q. You did not come in direct communication with the Department, but got your orders through the constructor here?—A. Yes, sir; the orders are given to the commandant to employ a certain person at a certain rate.

Q. Now, what was the condition of things in 1874, during the Banks and Gooch campaign; were men put upon you whom you could not properly use?—A. Well, I was continually importuned to put on men, and I put on all that I could consistently with my duty to the Government. It was a mere matter of accommodation to a friend that would like to have a person employed. I did it if I could, but could not always do it.

Q. Did you sometimes put the names upon your requisitions yourself, and recommend them to your superior?—A. Yes, sir; in the majority of cases that is the way it has been conducted.

Q. It is your right, then, as foreman of shipwrights, to recommend to your superior officer the employment of certain men, giving them your recommendation?—A. Yes, sir.

Q. That is part of your rightful duty?—A. Yes, sir.

Q. And whenever those names are approved, you take them on?—A. Yes, sir.

Q. If they are rejected, do you exercise the power?—A. No, sir; I merely suggest that those persons be employed.

Q. Well, have you sought to recommend only such men as you believed to be competent

Q. Who has delivered this live-oak?—A. Mr. Swift.

Q. Who delivered the knees?—A. That I couldn't tell you.

Q. Who delivers the white-pine material, do you know?—A. I think that has been delivered by different parties. I think Mr. Trickey put in the larger part of it, and the oak timber different parties. Mr. Trickey put in some, Mr. McCullough some, and a man by the name of Duryee.

Q. Who for the last five years has delivered the most of the timber to this yard, outside of the live-oak?—A. I should say Mr. Trickey.

Q. Do you know of any articles received after being once rejected on this yard?—A. I don't recollect of any articles that have been received after being rejected.

Q. Are you acquainted with the work on the Essex?—A. Yes, sir.

Q. Where did she come from?—A. From Portsmouth navy-yard.

Q. Who is doing the work on that ship now?—A. Donald McKay.

Q. Did much material come up in that ship when she came from Portsmouth?—A. Her cabin-work, the bulk-head, and quite a lot of iron-work, the castings and materials—a schedule of which was taken—and some furniture.

Q. What was done with that material that came up in her?—A. It has been used on the ship.

Q. Has the Government done any work on her since she arrived here?—A. Yes, sir.

Q. What is it?—A. She was docked, and her stern-bearing was put on, and her engine-beds were changed and refitted, poles cut for valves, &c., holding-down bolts put in, &c., and the location of the coal-scuttles in the deck changed.

Q. Do you know how much it cost the Government for labor and for what they did on the Essex after she got here, or about how much?—A. Well, I cannot tell you now. It was several thousand dollars.

Q. How many thousand dollars should you think?—A. Well, I can tell you if I can have time to think the matter over. This was before the work that I just spoke of, in changing the engine-beds, &c., was done, before the ship was let out at contract.

Q. Do you say that cost several thousand dollars?—A. Yes, sir.

Q. How many should you think? What is your estimate?—A. When I said "several thousand dollars," I meant what work we had done on her since the contract and before, because we have done quite a number of jobs on the ship since the contract, on account of alteration.

Q. How much did these alterations amount to on the Essex that were done by the Government?—A. A thousand or fifteen hundred dollars.

Q. Were they done by the Government?—A. Yes, sir.

Q. Was there a board called to estimate how much those alterations would cost?—A. Not that I know of.

Q. Do you select your employés?—A. Yes, sir.

Q. The whole of them?—A. Yes, sir; as I require them.

Q. Are the names given to you, and then are you required to employ them?—A. In some cases, and in some cases they are not.

Q. Are they not given to you in a majority of cases?—A. No, sir.

Q. Have you, or any one under you in your department, collected any money for presents since you have been in this yard?—A. At the time Mr. Hanscom was detached from this yard and ordered to the Brooklyn yard, a movement was made on the part of the employés to raise money for the purpose of hiring a band to give him a serenade, with the understanding that if anything was left after paying for the band it should be devoted to the purchase of a present for Mrs. Hanscom.

Q. Did you collect it, or did any one under you collect it, or did you order it done?—A. It was collected all through the yard, in different departments.

Q. Have you, or any one under you, collected any money for presents since you have been at this yard?—A. I say money has been collected. I don't know as I have collected any.

Q. You have ordered it to be done, have you not?—A. No, sir.

Q. Do you know of any one collecting any?—A. Yes, sir.

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Q. You did not come in direct communication with the Department, but got your orders through the constructor here?—A. Yes, sir; the orders are given to the commandant to employ a certain person at a certain rate.

Q. Now, what was the condition of things in 1874, during the Banks and Gooch campaign; were men put upon you whom you could not properly use?—A. Well, I was continually importuned to put on men, and I put on all that I could consistently with my duty to the Government. It was a mere matter of accommodation to a friend that would like to have a person employed. I did it if I could, but could not always do it.

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Q. That is part of your rightful duty?—A. Yes, sir.

Q. And whenever those names are approved, you take them on?—A. Yes, sir.

Q. If they are rejected, do you exercise the power?—A. No, sir; I merely suggest that those persons be employed.

Q. Well, have you sought to recommend only such men as you believed to be competent

shipwrights in those requisitions?—A. There is a very great difference in the ability of workmen.

Q. I mean men whom you could profitably use?—A. There are some men that I would rather have at $5 a day than others at $1; men that are good mechanics, too. But there is a great difference in their ability to turn off work.

By Mr. JONES:

Q. As I understand, when an order comes from the Department here to take on a man, you are the man who sends the name to the constructor and he to the commandant to sign the order?—A. No, sir, I don't have anything to do with it, only to set the man at work when he is ordered on by the Department.

Q. No lists are handed to you to hand to the commandant?—A. No, sir; the order comes down to me that such a man has been put on by order of the Department, and that he will be set to work. In some cases I have made out a requisition. The order will sometimes come that I will make out the necessary papers for the employment of so and so. Then I would make a requisition in accordance with that. But when the order comes peremptorily by order of the Department that those men will be entered on my roll, that is different.

Q. When you are ordered to make a requisition for a certain amount of labor, does any one furnish you the names of those you are to employ?—A. No, sir.

Q. That is, no one suggests the names to you of the men whom you are to employ?—A. As I stated before, I have been continually importuned to give certain men work.

Q. For instance, you are ordered to make a requisition for forty men in your department; then, after the requisition is approved, is any one permitted to furnish you a list of names of the men you are to employ?—A. No, sir.

Q. And you do not consult any one?—A. No, sir. Sometimes the constructor who gives the order would say to me that he would like to have a certain man put on to that requisition, and of course I would put him on.

Q. You keep your pay-roll, don't you, and know who is on it?—A. I keep my muster-roll.

Q. Is there any one here on the yard to-day who draws pay from the Government without performing any duty, that you know of?—A. No, sir.

Q. Any one employed in two places who draws double pay?—A. I know of none.

Q. Was the ship Adams recalked all over when she was in the dock?—A. Yes, sir; as far as could be.

Q. I mean her bottom, under her copper?—A. There were some places where the oakum was so hard that it could not be started. I had the master calker examine it with me when she was docked, and we found that it would be impossible to start the oakum in to recalk her without serious injury to the edges of the plank.

Q. What section of the ship was that?—A. That was on her bilge.

Q. Was her bottom calked all over?—A. Yes, sir.

Q. Was she well calked?—A. Yes, sir; very well.

Q. Do you know whether Simon McKay, the man who molded the frame for the Adams and fitted it for the ship, was paid by the Government or by Mr. McKay?—A. He was paid by the Government.

Q. Do you know how much he received per day during that time?—A. He was a quarterman, and received $3.76 a day.

Q. How many men did he have under him?—A. Part of the time there was not any one, only he and Mr. Sprague; and part of the time he had four or five others, patching and trimming.

Q. How long did it take?—A. It was probably six or eight weeks, more or less.

By Mr. MILLS:

Q. By whose order or authority were your men employed on the frame of Mr. McKay's ship, the Adams?—A. By Mr. Pook, the constructor.

Q. Were others employed beside those on the saw-mill?—A. Yes, sir; there were a few.

Q. Did you have any men at work preparing the frame, the stern, the stern-posts, the head, and dead-woods?—A. I had men employed on the frame, stern, and stern-post, but not on the head.

Q. Was the shaft-hole cut by your men?—A. I cannot say, sir.

By Mr. BURLEIGH:

Q. You testified that Simon McKay was employed by the Government?—A. Yes, sir.

BOSTON, *March* 23, 1876.

J. A. C. GADDIS sworn and examined.

By Mr. MILLS:

Question. Where do you reside?—Answer. In East Boston.

Q. Do you know anything about any timber belonging to the Government of the United States that is outside of this navy-yard, in Boston, anywhere?—A. Yes, sir.

Q. Where is it?—A. It is in East Boston, up to what is now called Curtis and Tilden's old yard, between East Boston and Chelsea; it is piled up there. There are long pieces of white-pine timber, such as we call "Susquehanna timber," shipped from Susquehanna, part of it; and then there is some live-oak. That is about what is there.

Q. How much of it is there?—A. Well, I could not exactly say. There are several thousand feet.

Q. How many thousand feet?—A. Well, perhaps to measure it, you might find from ten to twenty thousand, sir. That is all the white pine and the oak.

Q. Do you know how it came there?—A. Part of it was hauled over from the navy-yard and part of it was floated over. The long, heavier pieces were floated from the yard and hauled out at the Atlantic Works, and part was floated up to the yard, and part floated where it now is.

Q. Who had it carried there?—A. It was carried there for Mr. McKay's frigate, the sloop he built.

Q. Do you know who took it there?—A. I could not tell who floated it there; but the teamsters who took it there are Purcell and Foull.

Q. What are their given names?—A. I don't know. I don't know that I ever saw their given names.

Q. How far is that timber from here?—A. On a straight line, a little over half a mile.

Q. How far is that from where Mr. McKay built the sloop-of-war?—A. It would be about as far from the Atlantic Works to where the timber now lies as it would be from the lower ship-house. The lower ship-house stands right straight across. All the difference would be from this spot to the ship-house—perhaps a thousand or fifteen hundred feet, or more.

Q. Do you know of any other that has been carried away from the yard besides that?—A. There was more lumber carried there.

Q. What has become of that?—A. That has been stored in Henry Jones's lumber-yard, and, unless it has been taken away very recently, it is there still. By the way, I would suggest to the committee to call Henry Jones, of East Boston, as a witness.

Q. Do you know when that timber was carried there from the navy-yard?—A. That timber was carried there, sir, at the time of the commencement of the Adams, the sloop that Mr. McKay built. That lumber was hauled. There is white pine and different descriptions, and different conveyances were used.

Q. How much of that timber is in the possession of Henry Jones now?—A. I could not tell exactly, sir; but I should think there is somewhere in the neighborhood of 50,000 feet.

Q. Do you know who delivered that lumber to Mr. McKay?—A. No, sir; I do not. It was all taken from the yard.

Q. Do you know what the parties said who delivered it to you? Have you heard anything on the subject of how they got it from them?—A. The parties who were interested about getting it out of the yard had an order to get it out of the yard, what was required for the vessel. That was the order. They could come into the yard and select just what they pleased, and what was suitable for it. Right here I would give you the name of Simon McKay. He is the man who selected the timber here for his brother. He was employed part of the time in molding the timber out. When that was going through the process of siding it in the mill down here, he had charge of molding the frame; and then, after that, I don't know whether he was hired by his brother out of the yard or whether he took his discharge and went with his brother. At any rate he selected the timber, and made choice of such as was suitable for the construction of the hull.

Q. That is not being used for work on the Adams now?—A. No, sir.

Q. Has any timber been taken from the yard and used on that vessel from that lot?—A. I cannot tell you that; but it would not require the amount of timber taken out of the yard to put her cabin into her.

Q. How much more was taken out of the yard than was necessary to put her cabin into her?—A. I mean the pine-work about the cabin such as we use here right in the yard when the Government is finishing their vessels, such material as joiner-work consists of, sufficient to finish what we call the inboard work.

Q. How much more was taken out than would do that work?—A. Well, it would take about 20,000 feet, we will say, (she is but a small thing,) her wardrooms and so on. Twenty thousand feet would cover her inboards. And from the pile of lumber that is there there is enough to do three such crafts as she is. What I mean to say is, that recently there was enough taken out to do three such crafts. There is not enough left now.

Q. Was not considerable of it used about the head of the vessel?—A. There was some used about the head, but that was not a very large amount.

Q. What did the hammock-rails, and sheathing of the hammock-rails consist of?—A. That was the same with the lumber that went into the cabin and other parts. The rails are not constructed of this wood, but of hard pine—the hammock-rails. But the sheathing of the hammock-rails is white pine, narrow, four inch, beaded.

Q. Do you know how much lumber was remaining there after they used all they wanted on the vessel?—A. Well, I should think that there would be 25,000 feet.

Q. Do you know how much there is there?—A. No, sir; I never measured it but from judgment. From judgment I should say that it was 25,000 feet. It is fully that.

Q. That is all white pine?—A. There is ash there and mahogany there.

Q. Is there any black walnut?—A. Yes, sir; some.

Q. Any live-oak?—A. No, sir; there is some locust. There is no live-oak there at all.

Q. Do you know whether Mr. McKay has had any live-oak there in that place, or anywhere outside of the yard?—A. Yes, sir; that Government live-oak. I spoke about that—that which was hauled up to the upper yard. That was for the frame of the ship.

Q. Is it there now?—A. Yes, sir.

Q. After the ship is framed and afloat?—A. Yes, sir; it was there all last summer.

Q. How much is there of that there?—A. Well, there is quite a pile. There are several tons.

Q. Do you mean to say that after they used all they wanted in the vessel there is a pile of live-oak left there now?—A. Yes, sir.

Q. How much?—A. There are several tons there hauled up. I would like for the committee to visit East Boston.

Q. Do you know of Mr. McKay offering to sell any of that live-oak?—A. No, sir.

Q. Do you know of Simon McKay in this yard offering to sell live-oak to anybody?—A. No, sir.

Q. Do you know anything about any of the tools of the Government being outside of this yard anywhere?—A. Yes, sir; there were several tools, a considerable amount, hauled up from the Atlantic Works at the time, and stored in the lobby there. The Atlantic Works is where the Adams was built. They were Government tools. They were hauled from the Atlantic Works to the lobby of the yard. These tools are up there now, belonging to the Government, unless they have been taken away very recently. I could not tell you how many there are, but there are a good many.

Q. Have you any idea what their value is?—A. No, sir; but I could tell you what they are. There are clamp-screws, jack-screws, corner-screws, ring-bolts, blocks, and falls. They were taken out of here. I understood that they were borrowed at the time when they went out of the yard, and that they were to be returned.

Q. How long is it since Mr. McKay has had any necessity for those tools?—A. He has had no necessity for them since the Adams was launched.

Q. Do you remember when that was?—A. That was a year ago last September.

By Mr. HARRIS:

Q. Do you know of the foreman of Mr. McKay offering to sell any of the timber or lumber?—A. I don't know of my own personal knowledge, but have heard of it.

Q. What person knows it, in your judgment?—A. Mr. Simon McKay knows it; he is here in the yard.

Q. Anybody else?—A. No person that I could place.

Q. Do you know of the Government having to make tools when they needed them in consequence of these tools having been taken away?—A. I know what the blacksmith says he had to do. He says that there were so many tools taken out of the yard—such as double-headers and fire-tools—that when they called men in to work on the Vandalia he had to make tools before he could set his men to work. I think his name is Samuel Dwight.

Q. Is he the head blacksmith?—A. Yes, sir; he is the head man—the foreman.

Q. Do you know of any other property of the Government that is outside of this yard that belongs in here?—A. No, sir; I don't know of any other property. By the way, you might just as well call your boss-painter here.

Q. Do you know how much lumber was taken from the yard by Mr. McKay to finish the Adams?—A. No, sir; I could not give you the number, neither by tons nor by feet; but, in my judgment, I should think there would be 50,000 feet of different kinds of white-pine lumber.

Q. Do you know whether or not that lumber was charged to Mr. McKay here in the yard?—A. Not of my personal knowledge.

Q. What is your relation to this yard?—A. My relation to this yard is nothing, only that I, as mechanic, have worked in this yard once about eleven months, and once about two.

Q. Do you know of any other abuse in the Navy?—A. No; not of my own personal knowledge.

Q. Do you know of anybody giving or receiving anything for the obtaining of office in the Navy—any position here as clerk, laborer, or writer?—A. No, sir; I do not.

Q. Do you know of any assessments put on men for political purposes—requiring men to pay certain amounts of money to carry on political campaigns in the interest of particular persons?—A. No, sir; I do not.

Q. Were you employed here during the Gooch-Banks campaign?—A. No, sir. I was not one of those fortunate ones. I could not get in. They would not give me a sight.

Q. Did you make any efforts to get in?—A. Yes, sir.

Q. To whom did you apply?—A. I applied to Mr. Hichborn twice. He promised to give me a job, but failed to do so the first time. The second time I came to him and asked him if I could get into the yard. He told me that he had looked at my name several times and passed it by, not knowing whether I was at home or at work; consequently, I could not get on.

Q. Did you make any application to Mr. Gooch or Mr. Banks to get on?—A. No, sir. I am not in their district; but if I had been I should not go there. If I cannot get in on my own merit I will not get in in any other way.

Q. Do you know of anybody who did?—A. No, sir. I could not put my hands on the name of anybody; but there is a good deal of talk about it.

Q. You don't know of any person that has bought any of this live-oak timber that you are speaking of?—A. No, sir.

Q. You don't know of any of that timber that has been sold by anybody?—A. I do not.

Q. Have you any knowledge that any labor was done at the Government expense on the Butler yacht?—A. It has been talked so; but I have no knowledge about it.

Q. From whom have you received the information?—A. That is the information of the mechanics generally, as we would talk among ourselves, as a matter of conjecture.

Q. Is it not a mere matter of conjecture?—A. I would say that it is so far as I am concerned.

Q. You don't know of anybody whom we can call to prove it?—A. I do not.

Q. Do you know of any mechanics who worked upon that yacht who got their pay from the yard?—A. No, sir; but I know of mechanics who worked on the sloop who got their pay from the yard while Mr. McKay was molding out the frame.

Q. The matter I wanted to confine your attention to was the Butler yacht; whether you know of any person who received any pay for services on that yacht from officers of the Government?—A. No, sir; I do not.

Q. Have you any information on that subject?—A. Nothing reliable.

Q. You know of nobody who has that information?—A. No, sir; I do not.

Q. I suppose a great many rumors arise in the yard which are mere matters of conjecture: rumors among the workmen?—A. Yes, sir. But if a man follows up suggestions, and makes inquiries, and ferrets out, he is apt to get hold of something.

Q. You have not done that thing?—A. No, sir; I have not done that thing.

WASHINGTON, D. C., *February* 23, 1876.

JOSEPH MCFARLAND sworn and examined.

By the CHAIRMAN:

Q. You were clerk of the Naval Committee of the House of Representatives during the Forty-third Congress, were you not?—A. For the first session; not for the second.

Q. Did you not act as clerk for a part of the second session?—A. No, sir; Mr. Alden was the clerk then, I believe.

By Mr. BURLEIGH:

Q. Were you not changed some time during the session?—A. No, sir; I was clerk of the District of Columbia Committee the last session. Mr. Alden was here at the beginning of the session. He was brought here by Judge Scofield, I believe. In fact Judge Scofield notified me at the close of the first session that he would have Mr. Alden here.

By the CHAIRMAN:

Q. Do you remember at any time there being in your custody, as clerk of the Naval Committee, some etters or lcommunications from a gentleman by the name of Griffiths?—A. Yes; there were such letters.

Q. Do you know what became of such letters?—A. Yes; they were returned to Mr. Griffiths, in Brooklyn. I think he resides in Brooklyn, or somewhere in New York State.

Q. By whose order were they returned to Mr. Griffiths?—A. Judge Scofield's. I will state here that Judge Scofield told me that he had received a letter from Mr. Griffiths, withdrawing all the charges he had made in those letters. I think there were two communications, and in one of them he asked that the letters be returned to him. Judge Scofield directed me to get the letters and return them, which I did. He gave me Mr. Griffiths' address, but I forget it now.

Q. Did you make any record of the action of the committee in regard to those letters?—A. No, sir. Do you mean about returning them?

The CHAIRMAN. Yes.

The WITNESS. No, sir; because I did not act after that time. There was a record of the committee, I think. You remember those letters were submitted to the committee one session. I think that was the only record I made of them.

Mr. BURLEIGH. I think there was but one letter submitted to the committee; a long letter.

The WITNESS. I think there were two letters, but I will not be certain.

By the CHAIRMAN:

Q. You do not know what became of the record of the committee during the period for which you were clerk?—A. No, sir; I presume it was turned in to the clerk's office at the

close of the session, with all the papers of the committee. That is the general rule. I believe, to turn everything from the committee-room to the files-office. I think everything went in there, including the minute-book; but I am not certain.

By Mr. BURLEIGH:

Q. Did you not hear that that record was missing at the commencement of the second session?—A. No, sir; I knew those papers were not here because I had returned them.

Q. Did you not know that the record relating to that matter was not to be found?

The WITNESS. You mean in relation to the returning of the papers?

Mr. BURLEIGH. In relation to the action of the committee when the letter was submitted to it.

A. No; I did not know that.

By the CHAIRMAN:

Q. Have you any knowledge in reference to the disappearance of the record of the committee?—A. I have not.

Q. Did you take any copies of these letters?—A. No, sir.

Q. Are you able now, from your recollection, to state the contents or the substance of them?—A. I can, generally. I can tell you to what they related. They related to charges against Mr. Hanscom, chief of the Bureau of Construction and Repair in the Navy Department, and his brother, William Hanscom, I think. The details I have forgotten. I did not charge myself with the matter.

Q. Don't you recollect that there was a charge made of $5,000 being paid to them for their influence in purchasing a bending-machine?—A. I recollect about that bending-machine; but as to the amount of money I do not recollect.

Mr. BURLEIGH. I do not believe that he said that he had himself paid this money; I think he said he knew of it. I think it was his father that he said had paid that money.

By the CHAIRMAN:

Q. That is your only recollection as to the general purport of the letter?—A. Yes; I did not charge myself with it at the time, but I remember that it related to the Hanscoms.

By Mr. BURLEIGH:

Q. Do you remember a charge of the acceptance of wines and cigars, &c.?—A. I cannot say, now; I recollect that there was a general charge of bribery and corruption on the part of the Hanscoms. As to the details, I do not remember, except the bending-machine.

Q. You recollect that that letter was submitted to the committee?—A. Yes, sir.

Q. Do you recollect that instructions were given by the committee to the chairman or the clerk, to write to the man and get a statement from him under oath, or to appear in person?—A. Yes, sir.

Q. That was the action of the committee, was it not?—A. Yes, it was; I recollect that, distinctly. I wrote the letter and Judge Scofield signed it as chairman of the committee.

By the CHAIRMAN:

Q. Do you know, or have you information reliable enough in its character to furnish the committee showing any fraud or abuse connected with the naval service?—A. No, sir; I know nothing of my own personal knowledge; nothing except what I see in the newspapers.

Q. You know of no party who has, or pretends to have, information or knowledge of any fraud or abuse?—A. No, sir: I know of no one.

Q. Do you know of any agents or attorneys, or go-betweens, between contractors and the Navy Department or any of its bureaus?—A. I do not.

Q. While you were clerk of the committee you gave no party access to your books or papers?—A. No, sir; not while I kept them, except to such gentlemen as might be authorized by the committee.

Mr. BURLEIGH. If you refresh your memory you will remember that I asked you about that record when I came back.

The WITNESS. You did; I remember that.

Mr. BURLEIGH. You said you left it in the committee-room.

The WITNESS. I did.

Mr. BURLEIGH. You knew that the record was missing?

The WITNESS. Yes; I understood it was missing. I think you were the first person I spoke to about it.

Mr. BURLEIGH. I went to look it up, and I never found where it was; and it is not to be found now.

The WITNESS. I think the first I knew about the record being missing was when you spoke to me.

By the CHAIRMAN:

Q. Do you know, in the management of the Navy Department, whether any favoritism as been exhibited to any class of persons? If so, to whom?—A. I do not.

By Mr. BURLEIGH:

Q. Do you remember what Judge Scofield said to you when he asked you to return the papers to Mr. Griffiths?—A. He had a letter from this man Griffiths, which he showed me, the substance of which I have already stated, that he had taken back all he said in those communications, and that now he would like to have his letters returned. Judge Scofield remarked that he supposed, from what he had heard about him, that this man was a crazy sort of man and that not much reliance was to be placed upon his statement, and that he thought it would be well to return the letters, and he asked me to do so.

Q. Did not you suppose at that time that the letters belonged to the committee?—A. Well, yes; as a matter of course they were among the records of the committee; but I acted by command of the chairman, and I supposed that fact covered me, so far as I was concerned.

Q. You say Judge Scofield wrote the letter asking for the charges under oath, or that he should appear in person. Did this man answer that letter, that you know of?—A. Yes; he did answer that letter.

Q. Did he make the charges and swear to them?—A. No, sir; he did not. The second letter was very short and to the effect that he did not think he could get justice if he came here. That was the gist of his letter. That letter constituted the second communication I spoke of. The third communication that Judge Scofield received was a taking back of everything he had said, and asking to have his letters returned to him.

BOSTON, *March* 24, 1876.

JAMES L. TOWNSEND sworn and examined.

By Mr. BURLEIGH:

Question. You are a ship-builder, I believe?—Answer. Yes, sir.

Q. Have you built many ships in the vicinity of Boston?—A. Yes, sir; some seventy-six, I think.

Q. Three masted-vessels?—A. Yes, sir; ships and schooners; mostly ships.

Q. Did you bid on these sloops of war?—A. No, sir.

Q. Did you ever do any Government work?—A. I built a cutter for the Government.

Q. Did you get a fair price for building her?—A. Yes, sir.

Q. Was there any trouble between you and the Government in regard to building her? A. Not any.

Q. Why did you not bid on these sloops of war?—A. I had business enough at the time, and had not the time to do it, I thought, within the time required.

Q. Is it usual in Boston to contract for building the hull and spars of a ship?—A. Yes, sir.

Q. What does building the hull and spars of a ship include in the absence of any specifications? Does it include the cabin and the house on deck?—A. The "hull and spars" in Boston includes cabin and houses on deck; everything appertaining to the hull and spars, complete, ready for the crew to go on board.

Q. Sheaved?—A. Yes, sir.

Q. How many coats of paint on the spars and on the hull?—A. Two, commonly; but sometimes three.

Q. Would you build any boats under that contract?—A. No, sir; not unless they were specified.

Q. Would you put any furniture in the cabin?—A. No, sir.

Q. If you built the hull and spars complete would you build the bowsprit, and put the bowsprit cap on the bowsprit and put the bowsprit in its proper place?—A. Yes, sir. There is an exception to that rule; but the rule that I have always followed was to finish the spars complete, bowsprit and all.

Q. Under that rule, furnishing the spars complete and the material complete, would there be anything to do to the hull to finish it for sea?—A. Not anything.

Q. Would all the eye-bolts, chain-bolts, chain-channels, and all of those things—everything that was fastened to the hull—be all in, ready to receive the rigging?—A. I understand it so.

Q. When the masts were in, her rigging on and set up, sails bent, stores and provisions on board, the crew there, the charts, &c., she would be all ready to go to sea, would she not?—A. Yes, sir.

Q. Would there be anything to be done to the hull that you would not be obliged to do? —A. Nothing to the hull, under a contract to build the hull and spars.

Q. You would finish the cabin ready to receive the furniture?—A. Yes, sir.

Q. And the crew's quarters?—A. Yes, sir.

Q. How much could a ship of that kind be built for to-day, or any time during the last three years, of white-oak frame and knees, perhaps some hackmatack, yellow-pine beams, yellow-pine ceiling throughout, yellow-pine planking, all good material, well fastened in every way, such a ship as would class A No. 1 at Lloyd's for eleven years? What could such a ship be built for per ton?—A. From $60 to $63 per ton.

Q. How much could she be built for and fitted ready for sea, rigging, sails, and all?—A. $85 to $90.

Q. If you were going to build such a ship any time during the last three or four, five or six years, which would you prefer for the frame, naturally-bent timber or timber bent by a machine?—A. The natural timber.

Q. What objection have you to machine-bent timber?—A. So far as my knowledge extends, I have never seen any that was perfect.

Q. Have you seen any of this bent timber after it has been bent in the machine?—A. Yes, sir.

Q. What do you mean when you say that it is not perfect after it is bent in the machine?—A. There is too much strain upon the fiber of the wood. It shows a deficiency; the fibers are drawn or compressed.

Q. You think that weakens the timber?—A. I should think if it destroyed any part of the timber it would have a tendency to weaken it.

Q. Does it destroy any part of the timber?—A. That which I have seen has been.

Q. Have you been over to see the mill at the yard and seen any timber bent by that machine?—A. I never saw it in process of bending, but I have seen the timber after it has been bent.

Q. Have you ever seen any of those knees that have been bent by that process?—A. Yes, sir.

Q. Do you consider them as good as a natural knee?—A. I do not.

Q. I suppose you know that there was one ship built here of timber bent in that way?—A. Yes, sir.

Q. Do you know how that ship wore?—A. I have no knowledge, only by hearsay.

Q. Was your hearsay from what you considered good authority?—A. Practical men; remarks made by practical men.

Q. What have you heard?—A. That she required calking often; the calking did not hold.

Q. To what do you attribute that?—A. Well, a general weakness.

Q. The rigidity of the timber not there, is that what you mean?—A. The rigidity of the timber not there—not keeping in place—that would be one cause. Of course there are various causes why oakum don't hold. It may be in the shrinkage of it, but, as a rule, I should think in this case it was want of rigidity.

Q. Would the ship work more?—A. I should think so.

Q. And in working it would loosen the calking?—A. Yes, sir.

By Mr. HARRIS:

Q. Is she afloat now?—A. I think she is.

Q. Do you know anything about how she was classed for ten or eleven years?—A. I think she was not classed at the French Lloyds.

Q. Do you mean to say they would not class her?—A. They would not class her. The objection was that it was an experiment, and consequently they did not wish to take any risk. It was something new, and did not come within their rule. They had no rule by which to govern themselves.

Q. Not having seen that timber-machine work, you do not know the process through which they put the timber before it is bent?—A. Generally I do. I have seen the preparations for that purpose—steaming to a very high degree.

Q. Do you think that steaming to a very high degree has any injurious effect on the wood?—A. No, sir; I would not say that it would destroy the wood. I have no practical knowledge as to its durability after going through that process.

Q. Do you think the knees as well as the frame would be less rigid made under that process than a natural knee would be?—A I think that they would be.

Q. Do you know of any of the knees or timber bent in this machine being put in any other ship except the New Era?—A. No, sir; not recently. I understand that there was a ship built here in East Boston that had them in, but she did not prove a success. I think she was built by Boole.

Q. How many years ago was that?—A. The knees were bent by a machine in the Brooklyn navy-yard before I heard of this machine. I don't know of any other.

Q. Did they have to take them out, or what do you mean?—A. I understood that they decayed.

Q. From what cause?—A. That I cannot say. According to my experience in timber, we have to steam a part of the planks that go on our merchant-ships. It makes them more brittle. There is not that elasticity when they become cold that there is in wood in its natural state.

By Mr. HARRIS:

Q. Supposing you had to build the hull and spars of two ships in your own yard, having entire control of both, one to be built to comply with the specifications usually required in war-ships and the other to be built as a merchant-ship, can you inform the committee what would be the probable difference in the cost of the two?—A. Live-oak is a material that is

used but very little for ships in the merchant-service. The difference on the hull and spars might be twenty-five per cent. The difference comes in with the variety and quantity that is put on board a man-of-war rather than in the merchant-service. Of course the style of constructing a war-ship is very different from what it is with merchant-vessels. The outside planking must be fastened with copper rather than tree-nails, which enhances the cost very much. It would hardly be practicable to compare the construction of a merchant-ship with the construction of a war-vessel.

Q. In the hands of the same man, would not a war-vessel cost twice as much as a merchant-ship?—A. No, sir; I think not.

Q. Well, what do you think would be the probable difference?—A. Probably 50 per cent. more; one-half more.

By Mr. MILLS:

Q. What would it be worth to build a man-of-war of 615 tons, 185 feet long, 35 feet wide, and 16½ inches deep, the frame to be of live-oak, the timber white oak and pine, and coppered?—A. That is a pretty difficult problem to answer without having the specifications to work from.

Q. Built just as you, as a ship-builder, know men-of-war are built, with all their finish and everything complete. What could such a vessel be built for complete, ready to receive her crew and go to sea, leaving out her engines?—A. That is almost too wide a range.

Q. I take it for granted that a man who has built 70 or 80 vessels can form a judgment upon that —A. That is too wide. It is too much range.

By Mr. BURLEIGH:

Q. Provided the Government would get out the frame of live-oak to the molds and plane it, what would you furnish all the material to build the hull and spars of a ship of war of these dimensions, 185 feet long, 35 feet wide, and 16½ feet deep, about 1,000 tons, new measurement, plank her inside with yellow pine and outside with white oak, fasten her in the usual way for a merchant-ship, put in the cabin, bulk-heads, wheel, capstan, and all those things that belong to the hull; what would you build such a vessel for?—A. That would fall under the same general answer. I believe I once stated 50 per cent. more.

Q. Do you take into consideration that you do not furnish the frame at all?—A. No; the labor is very much greater in the construction of war-vessels with iron straps, which are not common in merchant-vessels, and the cutting of the planking over the straps. The process of working the material is quite different, as you can readily see, and the stuff has to be handled over two or three times. I think the statement I made, 50 per cent. more, would be under rather than over.

By Mr. HARRIS:

Q. What do you say about the bending-machine, as far as you have observed it?—A. I should not want to take any stock in it myself.

Q. All you can say about it is, after it has bent the timber, the timber is very much the worse for it?—A. All that I have seen.

By Mr. BURLEIGH:

Q. Did you know of any other bending-machine than this one?—A. I know of one that was used in the city of Brooklyn or Williamsburgh.

Q. How many years ago?—A. I think it must be twenty years ago.

Q. Do you know of any work that that bending-machine did?—A. I have seen knees bent by it as a sample of what the machine would do.

Q. Were the knees in the ship you spoke of bent by that machine?—A. I understood so.

Q. Did they decay more than ten years ago, or how long ago?—A. I should think it was ten years ago.

Q. That the knees were decayed?—A. Yes, sir; I so understood.

Q. Was that the general opinion among ship-builders here?—A. How far others had knowledge of it I can't say; but the general opinion of it was that it did not work well.

Q. Was that the general opinion among ship-builders, that it did not work well?—A. Yes, sir.

By Mr. JONES:

Q. Provided there were certain parties who owned a bending-machine, such as the Government now own in that yard, and they were anxious to sell that machine to the Government for ship-building purposes, and the Government should select you, with others, as a board to decide upon its merits, I will ask you if you would recommend the Government to buy that machine with the purpose of making it useful in ship-building?—A. With what knowledge I have of the machine, I should not.

By Mr. HARRIS:

Q. State whether or not, from what knowledge you have of the machine, you think it a very successful piece of mechanism for destroying good timber?—A. You are pressing this thing pretty hard, gentlemen.

Q. Well, injuring good timber.—A. There is a limit to the machine, up to which point it might be made useful; but for general, practical work that limit of usefulness is easily obtained in the natural timber. It could be used for making slight curves from straight timber; but there is not enough of that kind of timber required to incur the cost of getting up a machine.

Q. Then, if you had ship-building enough to do which required a great deal of bending for the light curves, this machine would have usefulness?—A. I don't think it would pay for one yard, for the purposes of the most extensive ship-building establishment that we have in the United States. I don't think it would be useful, and I don't think it would pay.

Q. But where you can use it to convert straight timber into curved, you save money in the timber?—A. I think it is practicable, to a slight extent.

Q. You say it would save timber in such cases?—A. It would save a small amount.

Q. It would save labor also, would it not?—A. Not much.

Q. It would cost as much to prepare it in the bending-machine as it would to work it to shape in the usual way?—A. I think it would.

By Mr. JONES:

Q. You would not think it prudent for the Government to pay $160,000 for such a machine, would you?—A. I shall answer that as I did before. I did not take any stock in it, nor advise my friends to do so.

By Mr. MILLS:

Q. And you regard the Government as a friend?—A. Certainly I do. I was consulted by some friends with regard to going in to help carry the thing on, and I could not advise them to do it. I have not seen anything to alter my opinion since.

BOSTON, *March* 24, 1876.

WILLIAM F. LEIGHTON sworn and examined.

By Mr. JONES:

Question. You are a carpenter in the United States Navy?—Answer. Yes, sir.

Q. How long have you been?—A. Twenty-seven years.

Q. How long have you been stationed at this yard?—A. I was stationed at this yard in 1870-'71.

Q. Where are you now?—A. On board the Wabash.

Q. Were you ordered on a board of survey in 1871-'72?—A. I was ordered on a board of survey in 1871-'72 by Admiral Steedman, of this yard.

Q. Of whom did that board consist?—A. Lieutenant Walker, Ensign Gove, and myself.

Q. That survey was ordered by the equipment department, was it not?—A. Yes, sir.

Q. Did you perform that duty?—A. I did, sir.

Q. Do the different departments keep books, so that they can tell at any time what they have on hand?—A. Yes, sir; it is supposed that they do.

Q. Did the investigation agree with the books?—A. No, sir.

Q. Please name in what particulars they did not agree.—A. We had nothing to do with the books. I went through the whole equipment department with Mr. Walker; in fact, the heft of it rested on me. I weighed all the hemp there was in the department. I had fourteen men with me, and I weighed all the hemp myself. I took the account and made my returns to the chairman of the committee every night. After I got through weighing the hemp, Lieutenant-Commander Walker came to me and wanted to know if I was sure I weighed correctly. I told him I was sure. "Well," says he, "your figures don't agree with the books by 20 tons. There are 20 tons more on the books than you have account for." I told him that I was satisfied that I had weighed the hemp correctly. I did not think it would vary half a ton. There will be a little waste in taking hemp down and putting it on the scales.

Q. You weighed and took account of everything?—A. I weighed and took the figures myself. We weighed everything in the equipment department, where it was necessary.

Q. Was there anything else found deficient?—A. There was a deficiency found in the canvas. We took the figures from the bolts of canvas, and all the canvas that had been cut, we measured with a yard-stick. Mr. Walker said, "There is something wrong, Mr. Leighton; there are 15,000 yards of canvas missing" I told him I didn't think I had made any mistake. He said, "You are satisfied you have made no mistake?" I said, "I am satisfied." I told him then if I was to be put on oath I could swear that I had taken the amount of hemp and canvas correctly. The manila held out according to their books.

Q. Did all the other material agree with their books?—A. No, sir; a great many things fell short.

Q. Do you know any of the other things?—A. No; I cannot remember. I kept no minutes of anything. I passed them over to the chairman every night.

Q. You have no minutes of that survey?—A. None at all.

Q. Were you sent for last fall to go to the commandant's office?—A. Yes, sir; they sent down for me to come up to the commandant's office, and I went up.

Q. What for?—A. They wanted to know if I could give them any information in regard to the survey in the equipment department. I told them I had no minutes. They found the order where I was ordered on the survey, and Mr. Hudson, the commandant's secretary, informed me that Captain Luce would like to see me.

Q. What conversation did you have with Captain Luce in regard to it?—A. He wanted to know when I was on the survey, and I gave him the date and a history of our proceedings. I gave him a history of the hemp that was supposed to be missing, and the canvas. He says, "Mr. Leighton, we are holding a survey, and I am very much worried; I feel alarmed; there are a great many things missing, and I do not want to be held responsible for other people's thefts." I told him there was probably a copy of our report here, but they could not find any report, and I think Mr. Hudson told me that they had sent on to Washington, and their copy of the original report was sent on to the yard.

Q. Did you ever understand in any way that they wanted them to balance their books so that they would agree with the report of the survey?—A. I did. I understood that according to the last report that was made there was about the same amount missing, and the order was given to make the books correspond with that report.

Q. Who told you that?—A. I cannot tell you who it was.

Q. Did any one propose to you to make the report conform to the books?—A. Not that I know of. I don't know what orders the commodore received.

Q. Can't you tell the committee who it was that gave you the information that such was the desire?—A. I think, (I don't like to say certain,) that John Griffin told me. I think he told me that the order from the Department was to make the report agree with the books in the yard—the order from the department—he did not say what department.

Q. The department in the navy-yard or at Washington?—A. At Washington.

By Mr. HARRIS:

Q. Would not that be right?—A. I should not suppose it would.

Q. Suppose you were appointed at the head of the equipment department, and you knew or felt that you did not have in your hands all that apparently belonged to the department, and you called a board of survey, and that board of survey made a careful estimate of all the property in that department, would you not insist, if you were that officer, that you should be charged with no more than was found on hand?—A. I should, because I should not want to pay for it.

Q. So far as Captain Luce was concerned, if the loss did not occur during his administration, it would be right to charge him only with what the survey reported, would it not?—A. It would be hardly right to make Captain Luce pay for it.

Q. Would it not be right to charge him with the amount on hand, and then seek the parties who had made default before?—A. Yes, sir; but I believe most of the parties are dead.

Q. Were you ever asked by anybody in authority to make a report contrary to the facts you found?—A. O, no, sir; we made our report conform to the stock we found.

Q. Were you ever asked to make the report conform to the books?—A. No, sir.

By Mr. MILLS:

Q. You did not understand, then, from Mr. Griffin, that orders came from the Department to make the report conform to the entries on the books?—A. O, no, sir; to make the books correspond with the report. That is as much as to say, "Make a new set of books."

By Mr. HARRIS:

Q. Then you were not asked, nor was the suggestion made to you, to make any report of facts which was not absolutely correct?—A. O, no, sir.

Q. And you did make your report just according to the truth?—A. Yes, sir.

By Mr. MILLS:

Q. Who was the officer in charge of the equipment department at that time?—A. Captain Spicer.

Q. Who was the officer who would receive these articles and put them on the books?—A. I don't know that I can tell who the receiving-officer was.

Q. Didn't you report on that matter? When you found a deficiency didn't you report by whom the articles that were deficient should have been received?—A. I don't know; I guess not.

Q. You reported the deficiency?—A. O, yes, sir.

Q. Do you know whether the officer was still retained here, after that report was made, who had charge of entering those articles and charging them on the books?—A. I cannot tell that. I recollect I said to Captain Luce that there was a young man who was employed in the equipment department, when he took account of stock, who could give him more

information about the books than I could. That young man was sent for. I don't know whether he is employed there now or not. I don't know his name.

Q. What was the value of those articles that fell short?—A. I can't tell; probably the hemp was purchased in war-time, when it was very high.

By Mr. HARRIS:

Q. As I understand, there were twenty tons of hemp missing?—A. Somewhere about twenty tons of hemp, and about 15,000 yards of canvas.

Q. What was that canvas worth?—A. It was pretty high during our trouble. It was all bought, probably, at a very high price.

Q. I want to know whether you can give any information as to how long this deficiency had probably existed.—A. No, sir.

Q. Did you learn how long it had been since the last survey was made?—A. No, sir.

Q. You don't know whether this deficiency was the result of twenty years or not?—A. I can't tell.

Q. Did you get any information upon which you could rely, from which you concluded that the incumbent before Captain Luce was responsible?—A. No, sir.

By Mr. JONES:

Q. You know that this deficiency was before Captain Luce?—A. O, yes, sir.

Q. Then the subsequent conversation you had with Captain Luce was long since?—A. It was last fall. They took account of stock last fall.

Q. Do you know how that corresponded with your former report?—A. I can't say. I know Captain Luce told me there was trouble—there was a deficiency there, and he wanted the thing made right.

By Mr. HARRIS:

Q. So far as you know, the result of your report was not carried on to the books at the time you made it?—A. I know nothing about that. I know the report was sent to Washington.

BOSTON, *March* 24, 1876.

EDWARD T. LORING sworn and examined.

By Mr. MILLS:

Question. Do you know anything about any Government lumber being in the hands of Mr. Donald McKay for the purpose of building vessels?—Answer. Yes, sir; I know there was some they said was in his hands.

Q. Did anybody ever offer to sell you any of that lumber?—A. Yes, sir.

Q. Who?—A. Mr. McKay's son offered to sell me some live-oak timber.

Q. At how much?—A. Four cents a foot.

Q. What was his son's name?—A. I think it was Cornelius.

Q. Do you know what the price of live-oak is?—A. I don't.

Q. Don't you consider four cents a foot very cheap?—A. I don't know. I have never bought any by the foot.

Q. Did he offer to sell it to you?—A. Yes, sir.

Q. What measure do you mean?—A. I suppose board-measure.

Q. Live-oak, was it?—A. Yes, sir.

Q. Do you understand that it was four cents a foot, like any other plank, board-measure?—A. Yes, sir; that is what I understood.

Q. Did you ever see any live-oak offered for sale in that way?—A. No, sir; I don't know that I ever did; but they sell plank in that way.

Q. Live-oak is never made into plank, is it?—A. No, sir; I asked him if he would sell me some and he said he would, and I went around and selected it, and he marked it for me, and then he called Mr. Hersey to set the price on it, and he set four cents a foot. I told him I could not afford to give it, and I didn't take it.

Q. What did you want of the live-oak?—A. I wanted to make calking-beetles.

Q. Could you get it any cheaper than that anywhere else?—A. Yes, sir; I think I could. I never bought it by the foot; I always bought it by the lump.

Q. How much could you get it for when you bought it by the lump?—A. I don't think I ever gave half of that.

Q. Where was this live-oak that they offered to sell you?—A. It was down at the Atlantic Works, where he built the sloop-of-war.

Q. When was that?—A. It was soon after the launch, when he was clearing up the yard.

Q. How much live-oak did he have there?—A. Well, he had a good deal.

Q. How much is "a good deal?"—A. I didn't take particular notice, because I had no reason to.

Q. By such notice as you did take, what did you estimate the amount to be in the yard

—A. I ain't much booked up in telling the number of feet. There might be a dozen horse-loads.

Q. How much is a horse-load?—A. I cannot tell how many feet. I can tell you where there is a lot of it now, and a lot of other stuff belonging to the navy-yard; I should think enough to load a schooner of a hundred tons, certain.

Q. Where is that?—A. That is in East Boston, down near Chelsea Bridge.

Q. Whose house is it in?—A. It is in an open lot; in a yard.

Q. Whose yard is it?—A. I don't hardly know whose it is. Taylor, I believe, has it now.

Q. It is not Henry Jones's yard?—A. No, sir. John Taylor has built there, and there is a stone-cutter there now. I don't know hardly who does own the yard. I should think there is enough there to load a schooner of 100 or 150 tons.

By Mr. HARRIS:

Q. Do you know whose lumber it is?—A. I know it was timber that was taken from the yard where he built this sloop of war. There is live-oak and all kinds of stuff there, all kinds of timber and plank.

Q. It is uncut timber?—A. No, some of it has been cut.

Q. Well, it is blocks or pieces?—A. Some in blocks, and some pieces, and some stage-plank, and what there was left.

Q. Why do you say that it belongs to the Government?—A. I have always understood that the Government furnished it.

Q. Didn't you understand that Mr. McKay bought it of the Government?—A. No, sir.

Q. You don't know whether he did or not, do you?—A. No, sir; I don't know the fact.

Q. How much live-oak did you want to buy?—A. I didn't want to buy but a very little, perhaps $10 worth.

Q. Did you want to buy it in whole timber or blocks?—A. Blocks, some of them 4 feet long, some of them 15 feet. I wasn't particular, because I wanted to saw it into pieces about 18 inches.

Q. Then you were seeking to buy some of the remnants there were there?—A. Yes, sir.

Q. And you didn't want over $10 worth?—A. No, sir.

Q. You wouldn't have thought of taking a whole stick of live-oak of the ordinary size?—A. No, sir.

Q. Don't you know that 4 cents a foot would be a fair price for blocks?—A. No, sir. went there when the sloop-of-war was building, and asked his foreman if he would sell me some then, and he said he could not; it had all got to go back to the yard again.

Q. How much did you ever pay for live-oak per foot before?—A. I never bought it by the foot.

Q. Where did you usually get live-oak to make mallets of?—A. I bought it over here in Charlestown of people who bought the wood in the yard. You know they always save such things as those.

Q. That is, you bought the blocks that came out of the navy-yard and were sold to people for fire-wood?—A. Yes, sir.

Q. Was this which you wanted to buy the same kind of stuff?—A. It was larger stuff.

Q. Did you select any stock that was not cut?—A. No, sir.

Q. You selected only pieces of timber?—A. Yes, sir.

Q. They were pieces that would not answer to work into a ship, I suppose, weren't they?—A. They would work up to some use.

Q. Did you select a piece that would answer to go into a ship?—A. Yes, sir; to particular uses; they would not have done to make a ship's frame of.

Q. Do they want live-oak for any other use than for a ship's frame?—A. O, yes; they use a good deal.

Q. Are you a ship-carpenter?—A. No, sir; a calker.

Q. Where are you from?—A. East Boston.

Q. Is that your native place?—A. No, sir; my native place was Duxbury.

By Mr. BURLEIGH:

Q. You say there was some timber, plank, and stuff removed from where this ship was built, to another yard?—A. Yes, sir.

Q. Among the timber that was removed from where the ship was built to this place, where it is now, was there any live-oak?—A. Yes, sir.

Q. Are you sure that that was moved from the yard where the ship was built?—A. Yes, sir; it was moved at the same time I wanted to buy this wood; they had teams moving it.

Q How much live-oak is there there?—A. I never took particular notice; there is quite a lot.

Q. How many horse-loads should you say?—A. I cannot say. There might be half a dozen horse-loads—perhaps more.

Q. I thought you said there were twelve horse-loads lying around of all that was moved?—A. Yes sir.

By Mr. HARRIS:

Q. He was cleaning up all the refuse in the yard?—A. Yes, sir.

By Mr. BURLEIGH:

Q. That was generally short, refuse stuff?—A. I guess the live-oak was, most of it.

By Mr. JONES:

Q. You don't know of any lumber anywhere else except up in this yard?—A. No, sir.

BOSTON, *Friday, March* 24, 1876.

JOSEPH F. PAUL sworn and examined.

By Mr. HARRIS:

Question. You are now a large dealer in lumber here, or have charge of a large business?—Answer. I am the largest retail dealer there is in the State, I guess.

Q. What is the firm?—A. It is J. F. Paul & Sons now.

Q. What has been the price of spruce lumber—we will say spruce boards—irregular in length—eastern spruce—good, sound spruce boards?—A. Well, they have ranged this last season from 13 to 15 for 1's and 2's, and two-third price for what we call "outs." I am speaking now of 1875. In 1874 they ranged from 15 to 17. I am speaking of the cargo, not retail prices. They retailed last year from 16 to 17, for what we call the best boards; but what we call "outs" goes in with the coarse boards. Our "clears" are selected out to sell for "clears." We find the "clears" among the ones and twos; that makes the extra price. We sell what we call the "outs" at the same rates; they mix them in with the others.

Q. You are speaking now of as good boards as come into the market?—A. Yes, sir; just the regular boards sold here in the market.

Q. Do you know anything about one John Trickey?—A. Yes, sir.

Q. Do you sell him boards?—A. We have never sold him any, of any consequence.

Q. You don't know of furnishing him any which he supplies to the navy-yard?—A. No, sir.

Q. Now, what would be the price of white-oak boards, inch thick?—A. The prices are various on those now; I have paid about $45 to $50, and I have paid $60; all I buy is finishing lumber. I think what they use in the yard, of oak, is of the coarse quality; I think that what they call pasture-oak, used for cart-bodies, is $45 a thousand—what we call round A's.

Q. Would you furnish 5,000 feet at $45?—A. No, sir; I think I should want $5 to $7 more than that; there is a good deal of waste. I should want about $50 a thousand, if the order was for 5,000 feet.

Q. And that would be a fair price?—A. Yes, sir.

Q. Now, suppose you were called upon to furnish 25,000 feet of pine lumber, pine timber, that would square 14 inches, good nice handsome square timber, fit for the capping of wharves, sixteen feet in length?—A. Well, I should say that that sized lumber would cost about $28.

Q. Would you say $40 was an extravagant price?—A. Well, I should say that it was. I have bought the finest of timber for the South Boston bridge, and the length is what makes it cost. I had some of that 60 feet long; that I paid $38 for, and the shorter I paid about $28 for; that was as nice pine timber as ever came into this market; it grew in New Hampshire; it is better timber than you get from the East; there is no shake about it.

Q. Now, suppose we increase the dimensions to 16 inches square?—A. I think we had some 14 and 16; we paid $38. When you get up to 25 feet on that timber they increase the price; it takes a big tree to make it.

Q. So that you say what you would call long timber, 14 by 16, would cost $38?—A. More than that; you are getting up to a long size, a solid stick of timber 14 by 16; not so long timber would cost that.

Q. Now, do you know anything about oak plank?—A. I don't deal in that kind of oak plank that you have over there to the navy-yard.

Q. White-oak plank 3 or 4 inches thick?—A. That ranges about the same as 2-inch plank, worth about $40 per thousand. If you get ship-plank you get longer plank; our plank that we used to deal in during the war was different. I deal now in square oak 16 feet long, what would cost $40 a thousand.

Q. What would good, nice pine boards cost 16 feet long?—A. We paid $60 a thousand for them during 1874; they got down to $52 a thousand last fall; to-day we can buy them for $50; I am speaking now of No. 1's and 2's; 3's is $10 a thousand less.

Q. I suppose you are giving us, generally wholesale prices?—A. Yes, sir; that we should sell them for.

Q. What would you sell them for in quantities of 20,000 at a time?—A. Good Michigan pine, I should say to you $58 a thousand, now.

Q. Is the price lower now than for the past year?—A. Yes, sir; six to eight dollars lower than one year ago last spring. The same lumber that I paid $60 for, all through 1874, I have had for $50, and we have bought some at $48, but that is only when you catch it out of market. We don't get more than one "1" to three or four "2's."

Q. Do you know what class of lumber is furnished at the navy-yard for ordinary purposes?—A. Their best lumber there is about the same as I speak of; then they may come down for other purposes as low as $35 or $40.

Q. Why don't you furnish lumber for the Navy?—A. I never was fortunate enough to get in a bid but what somebody beat me. I used to try before the war, but it was my luck in Boston that there was somebody who would bid under me. I found that my time was worth more than all I could get out of it.

By Mr. JONES:

Q. What should you say that eastern pine plank were worth—eastern wharf-plank, 4-inch plank?—A. Well, good nice eastern plank (you mean knotty plank with a little sap on the edge,) I should say about $35 a thousand.

Q. What is black walnut worth, 10,000 feet, 1-inch, 2-inch and 4-inch, of good qualities?—A. Well, perhaps it depends upon who supplies it. I am paying for walnut by the carload $72, but I call it $75. I should charge the Government $85, if they wanted the best. That would be all "1's" and "2's." I am furnishing it for vessels in Halifax and Bath for $85. All the live-oak we ever buy we call sometimes smart-oak, because it is good for particular porposes.

Y. What do you consider inch ash worth?—A. I should consider it to sell worth $50 per thousand, good "1's" and "2's." About white oak, this pasture-oak; we used to buy that because during the war we used to furnish it for everything. I don't know anything about the prices of live-oak. I never dealt in it in my life.

Q. Do you think the city of Boston gets lumber as cheap as you sell to private individuals?—A. I never was able to sell any to the city. It is a wonder to me how a man can sell for less than it costs and make money.

BOSTON, *March* 24, 1876.

WILLIAM H. RIGBY sworn and examined.

By Mr. MILLS:

Question. You are foreman boat-builder in the yard, are you not?—Answer. Suspended foreman, at present.

Q. What do you know about the building of a boat here some time ago for a private individual?—A. I built such a boat.

Q. For whom did you build it?—A. Well, the suspicion was it was for the yacht America.

Q. Who was the owner of that yacht?—A. General Butler.

Q. Who ordered you to build the boat?—A. Mr. Pook, the naval constructor.

Q. Was it built by Government labor?—A. Well, in June, 1874, what they call the second-class foremen in the navy-yard were suspended, and Mr. Pook told me that I might go to work and build this boat. He had spoken to me frequently about it. I told Mr. Pook that as I was suspended, I had no objection to building the boat, but I wouldn't hire any men on my responsibility to build her; if he would guarantee the men's pay, I would hire them in. He told me to hire the men in, although their names were not borne on the rolls for the month. Some few days afterward, there was some work to be performed on a boat belonging to the yard, and he told me to hire some men in the same way, as there wasn't anything to pay them in June and they should get paid in July; so I did so.

Q. Then you hired men?—A. Yes, sir.

Q. And they were paid by the Government?—A. I suppose they were.

Q. Was that boat built out of material belonging to the Government?—A. Material in the yard.

Q. What sort of material?—A. Pine, oak, and cedar.

Q. Any mahogany?—A. Yes, sir; some few pieces.

Q. Very hansomely built, was it?—A. Very handsomely built.

Q. What was about the cost of that boat, material and everything?—A. Probably about $275.

Q. What became of that boat after you got it built?—A. The yacht America came up here to the navy-yard and she was delivered by Mr. Pook to the vessel.

Q. Delivered to the America?—A. Yes, sir.

Q. Who was then the commander of the America?—A. I can't tell you who the captain was. I don't know.

Q. How long had the America been here?—A. She came up here.

Q. The boat was built, and the yacht came here and took it?—A. Yes, sir. I understood that General Butler bought the yacht from the Government—I think she was at West Point at the time, or at the Naval Academy—I am not sure of it, with two boats attached to her, and when he received the yacht there was only one boat, and he applied to the Department for the other boat, and they told him to get one in Boston.

Q. What do you call those little boats?—A. Tenders.

Q. You understood that the yacht was to be delivered to him with two tenders, and he only got one?—A. Yes, sir; he got one with the boat, and then he applied for the other one, and they told him to get it here.

Q. And he did so?—A. Yes, sir.

Q. Who told you that?—A. I won't be certain whether it was Mr. Pook told me, or General Butler himself; but I rather think it was General Butler.

Q. Do you know whether, as a fact, he bought the yacht America from the Government?—A. That was the common report.

Q. What was that yacht worth?—A. I can't tell you; I did not go on board of her but once in my life: I never examined her; I suppose that boat, when she was first built, probably cost $25,000; then, after she was built, she went over to England and was sold in England, and from England she came back into the Confederate States, and was taken there as a prize. The Government recaptured and held her. She wasn't worth more than $5,000 or $6,000 at that time, because she was old and rotten.

Q. Do you know of any other property or material of the Government that has been used for building boats for other persons?—A. No, sir; not for anybody outside of the yard.

Q. Do you know of any boat built for anybody inside the yard?—A. I built a little boat 12 or 13 feet long, by the orders of William L. Hanscom, for general purposes, which is in the yard to day.

Q. Do you know of any material that has gone out of this yard to any person other than persons representing the Government?—A. No, sir.

Q. Do you know of any foreman or officer or employée in this yard, who has made any assessment on the men under him for any purpose?—A. No, sir.

Q. Do you know of any person who has charged the men under him anything for giving them employment?—A. No, sir.

Q. Do you know of any false measurement of lumber?—A. No, sir; that does not come into my line of business at all.

By Mr. JONES:

Q. Are you building the boats for Mr. McKay, for the Adams?—A. No, sir; he built hem by contract. He had them built by contract.

Q. Do you know who is building them?—A. Some parties that I recommended to him; that is, some parties who worked for me in the shop. He wanted me to recommend some men who would do the work in good shape, and that understood Government work, and I recommended the men, and he had the privilege of building them in the yard, in the shop where I store boats. I superintended them for the Government while they were building.

Q. How many were there to be?—A. I believe seven. There was a working-launch, steam-cutter, first and second cutter, whale-boat, gig, and dingy. The steam-cutter is built, as far as it can go at present, without the machinery. The others they call completed. I have not examined them, because I was suspended before they finished the boats, and I took no further interest in them.

Q. How far along is the steam-cutter?—A. She is all planked up, sealed up, and there is nothing to do to her with the exception of putting on the stern-bearing and making the rudder, and, of course, there is always some work when the engineers put in the machinery, but whether that comes under Mr. Kay's contract or not I don't know.

Q. Have you understood she was not to be completed by Mr. McKay?—A. My understanding was that he had nothing to do with the machinery.

Q. How could he build the boats without the machinery for the steam-cutter?—A. He could build the steam-cutter ready for the machinery.

Q. Would it be a steam-cutter without any machinery?—A. She would be a steam-cutter with the exception of the machinery. That is all fitted for the purpose, built for the purpose.

Q. What sort of machinery do they have in a boat of that kind?—A. They put in small machinery. The Government generally furnishes an upright boiler for a boat like that.

Q. Do you know where the yacht America is?—A. She is right down alongside of the wharf in the navy-yard.

Q. Do you know whether she is covered up with Government canvass or not?—A. No, sir, I don't know. She is covered, but I don't know whether she is covered with Government canvass or not. I should think she is covered up by her own covering.

By Mr. MILLS:

Q. Did Donald McKay, at any time, offer you any money, provided you would favor him on his job?—A. Donald McKay did make some little advances to me that way.

Q. State exactly what occurred.—A. Donald McKay had been round Boston and vicinity

to get somebody to build those boats, and couldn't find anybody who could build those boats according to contract that he could trust. He then came to me. I wanted him to deliver the boats up to the Government and let me build them in the shop. I told him I thought it would be cheaper for him to do so, as I had every facility to do it, but he made some objection to that; but he told me that if I would superintend the boats he would make it all right with me. Says I, "Mr. McKay, I am employed by the Government, and I cannot entertain any such idea as that. Anything I can do to advance your interest, without interfering with the Government, I am ready to do it." That is about all that was said either one way or the other.

Q. Did he state what he would give you to "make it all right?"—A. No, sir.

Q. It was your duty to superintend the building of the boats, anyhow, was it not?—A. No, sir; it was not properly my duty. I suppose probably it would be my duty, providing I was authorized to do by the Government. Mr. Easby authorized me to do it afterward.

Q. But at the time Mr. McKay spoke to you, nobody had authorized you to do it?—A. No, sir; I simply superintended in this way, not that I done anything for him, but to see that the work was done properly, just as we would do it.

Q. He came to you and wanted you to build them out of the Government material and with the Government labor, and said that he would make it all right with you?—A. No, sir; he did not make any such proposition to me; he simply, as I understood it, wanted me to take those men and superintend the work for him.

Q. That is, he wanted you to take the Government laborers?—A. No; he hired the Government men I discharged the men from my shop, because my work was drawing to a close, and he hired them. There was no man in the Government employ that done the work. I simply superintended, to see that he did the work right and proper.

By Mr. BURLEIGH:

Q. For him?—A. No, sir; for the Government. Mr. Easby, previous to this, told me he wanted me in the first place to make out a schedule of the work to be done, and how it was to be done, and the size of the material, for Mr. McKay, and then he wanted me to superintend the work and see that it was done according to contract.

By Mr. MILLS:

Q. Why did Donald McKay come to you and ask you to do anything, if it was your duty, by Mr. Easby's orders, to do the same thing, and say he would "make it all right" with you?—A. Mr. McKay didn't ask me, as I know of.

Q. Then why did you think there was anything wrong about it?—A. Well, I think if the Government employs me to do a certain work for them, in the absence of any orders from the Government I have no right to hire my time to anybody else, or do anything that would make it appear that I was receiving anything from Mr. McKay. If I worked or done anything for him, I considered it wrong, when I was at work for the Government.

Q. Donald McKay, after you had received the orders from Mr. Easby to do this work, told you if you would do what the Government had ordered you to do, he would "make it all right" with you?—A. He did not know Mr. Easby had given those orders.

By Mr. BURLEIGH:

Q. Did you, or did you not, take the same supervision of those boats as if you had built them for the Government?—A. Yes, sir; because in the contract he was to be allowed the facilities of the yard.

Y. Did you make any charge to Donald McKay for your time?—A. No, sir.

Q. How much do you get a day?—A. Four dollars and sixty cents.

Q. You did the same by him in building those boats as you would have done ordinarily, if the Government had built the whole of them?—A. Yes, sir.

Q. And made no charge?—A. Made no charge.

Q. Your understanding was that the America was short of one boat?—A. Yes, sir.

Q. Then why did you say you couldn't take the men employed by the Government and build the boat, if a boat was due her?—A. I didn't know the fact at that time. I was not going to hire men, when I was suspended myself, into the shop there on my own responsibility, to simply carry out the request of the constructor.

Q. Who did hire the men?—A. I hired them; but after he gave me assurance that the men should be paid in July.

Q. Paid in July by the Government?—A. Yes, sir; I suppose by the Government.

By Mr. MILLS:

Q, And then you built the boat?—A. Yes, sir.

By Mr. HARRIS:

Q. Who paid for your labor on the Butler boat?—A. Well, as I said in the commencement, in a day or two after I commenced on her, I had to hire men to work on the wharfinger's boat, but as Mr. Pook said they could not be on the rolls, because they wouldn't have any money to pay them until July, I considered myself, as I had four men working on the Government boats, entitled to my pay.

Q. And you got your pay from the Government?—A. Yes, sir.

By Mr. MILLS:

Q. As did all your men, didn't they?—A. I presume they did.

By Mr. HARRIS:

Q. Were you paid by the Government paymaster?—A. Yes, sir.

Q. And all the men were paid by the Government paymaster?—A. That I don't know; I suppose they were.

Q. You had hired the men from the Government under instructions from Mr. Pook?—A. Yes, sir; I had hired the men under Mr. Pook's instructions.

Q. And gave them their certificates showing how much they had worked, and what pay they were entitled to receive?—A. I gave their time to the constructor.

Q. Was the boat that you built here a companion for the one that was on the America?—A. No, sir.

Q. Was it like it?—A. No, sir; I should be very sorry to build a boat like it.

Q. Was it larger or smaller?—A. It was a larger boat. That is, she was probably two feet longer and probably smaller otherwise. It was a different model. There was nothing extraordinary about the boat. The stock she was built out of was stock that would certainly have gone to waste, because she was a very small, light boat, and was built out of odds and ends about the shop.

By Mr. BURLEIGH:

Q. What vessel did those boats belong to which you say you built?—A. To the Adams.

Q. What work did you do on those boats?—A. I did nothing more than to superintend them. I supplied them with molds I had in the shop. They were right alongside my own shop. Of course, I superintended my own work and them at the same time, the same as I have done when I have had both shops running.

Q. Did you understand that you were doing work that Donald McKay ought to have done?—A. No, sir; I did not.

Q. Were you inspecting the work and accepting it as it went on?—A. Yes, sir; that was my business, for the Government.

By Mr. BURLEIGH:

Q. Didn't you plan the work?—A. As I said before, I let them have the molds and draughts. Of course, I planned them, but not for Donald McKay. Those were molds which I had of boats which I had built previously for the Government, and I simply transferred the molds over to them.

Q. I asked you if you did not take the same superintendence of those boats as if they belonged to the Government, and you said yes.—A. Yes, sir.

By Mr. HARRIS:

Q. I want to know whether your instructions were to act as inspector of those boats or as Donald McKay's foreman?—A. No, sir; I was to act as inspector for the Government; I had nothing to do with Donald McKay.

Q. Didn't you understand that the services you rendered, Donald McKay ought to pay for?—A. No, sir; I acted simply as superintendent for the Government, to see that the Government got what they paid for.

Q. Those were the instructions you received from Mr. Easby?—A. Yes, sir.

Q. Had Donald McKay any master boat-builder?—A. He had a man who acted as quarterman in charge of them.

Q. Was he a competent boat-builder?—A. Yes, sir.

Q. Did he work upon the boats himself?—A. Yes, sir.

Q. What did you understand your relation to those boats to be?—A. Well, I understood Mr. Easby that he wanted me to take the general supervision of those boats, and see that the work was done according to Government contract; that they did not slight the boats or put anything into the boats that was not suitable.

Q. Then you understand that you were acting in the interests of the Government?—A. In the interests of the Government.

Q. Did you make Donald McKay build those boats as well as you would have built them yourself for the Government?—A. Up to the time when I was suspended.

Q. Were you suspended before the boats were finished?—A. I was suspended before the boats were finished.

Q. Were you suspended under the general suspension or by special order?—A. Under the general suspension of all the foremen in the yard at the time.

Q. You were not singled out for suspension?—A. No, sir.

By Mr. BURLEIGH:

Q. If the foreman that Donald McKay had there was competent to build the boats, why were you employed?—A. I was employed by the Government at the time.

Q. Donald McKay agreed, as you understood, by his contract to build those boats himself; you understood that?—A. Yes, sir; well, I didn't understand that Donald McKay was to do the work himself. He was to build the boats the same as he built the ship.

Q. For the Government?—A. For the Government.

Q. Now, why were you employed, if he had a competent man to take charge of the building of those boats?—A. Simply because contract-work never comes up to Government work, and it is very necessary, if you are going to have anything done for the Government, to have somebody to see that it is done properly. My idea is, that it is just simply impossible to get a job done by contract for the Government, or for anybody else, that will come up to the Government work.

Q. Do you understand that Mr. McKay had a Government officer over at East Boston to lay out and plan the sloop of war he built there for the Government, and superintend it, and give him the molds, and show him how he should do the work on that ship?—A. I understand that they furnished him the molds.

Q. Do you understand that they were over there, and superintended the work, and told them how they should put it together, and all that?—A. I do, sir; that is, I understand that the constructor had the supervision of that ship.

Q. The constructor that was on the yard?—A. Yes, sir.

Q. The ship was over at East Boston, wasn't it?—A. Yes, sir; the constructor went over to East Boston.

Q. These boats were built right in your shop?—A. Yes, sir; right in my shop or alongside of my shop.

Q. Donald McKay said if you would superintend the building of those boats he would "make it all right" with you, and Mr. Easby told you to take the supervision of those boats, and you did so?—A. Yes, sir.

Q. Because Mr. Easby told you to?—A. Yes, sir.

Q. Not because Mr. Donald McKay asked you to?—A. No, sir; not because he asked me to.

Q. You furnished that foreman and the men Mr. McKay had there all the facilities of your shop to do the work?—A. I had nothing to do with that; it was the constructor who furnished the facilities.

Q. Didn't you have charge of your own shop?—A. Yes, sir, I had charge of my own shop, as far as the shop was concerned, but when Mr. McKay contracted with the Government he was to have the facilities of the yard, and of course Mr. Easby gave Mr. McKay the facilities of the yard. They could come down into my shop and get any tool they wanted and I couldn't say anything.

Q. They came to your benches, came to your lathes, or any part of your shop, to saw or plane anything?—A. Yes, sir.

Q. And you give them the preference, did you?—A. I didn't have anything to do with it; when they wanted any work done, that had to be done.

Q. That had to be done according to order in preference to your own work?—A. No, sir.

Q. Didn't you turn any work aside for them?—A. No, sir; if they wanted the use of the grindstone, and my men were using it, they had to wait until my men got through with it. If they wanted to use any tool that I was using, they had to wait until I got through.

Q. You were inclined to treat them civilly and courteously all the time?—A. I couldn't help myself. No, sir; I probably haven't been so antagonistic to anybody for twenty years as I was to that crowd that built those boats.

Q. Was it any advantage to the Government to have those boats built in your shop?—A. No, sir.

Q. Was it not a detriment, and could you not have inspected the work just as well afterward as while they were building the boats?—A. No, sir; there are a good many things that can be covered up when you put paint and putty on them, and it is very necessary to have somebody as the work progresses to see how it does progress. I would step over there probably half an hour and examine the work and see how it was done, and if it did not suit me, I objected to it.

Q. You said there was never so much contention about anything as there was about building those boats; why was that contention?—A. Because I wanted it done according to the Government contract; done the same as I would do it.

Q. You had no objection to their building the boats in your shop or to taking the supervison of them?—A. I had nothing to do in the matter.

Q. Didn't you have any objection to it?—A. I did strongly object to it.

Q. You thought they might as well build them somewhere else as build them under your supervision?—A. I thought as he was going to take the contract, he might build the boats over in East Boston.

By Mr. MILLS:

Q. Do you know of Donald McKay making the same offer to anybody else that he made to you?—A. No, sir.

Q. Ever hear anybody say so?—A. I never did.

Q. Do you know whether Simon McKay, who was here in the employment of the Government, delivered to him any material for the building of his ship?—A. I know Simon McKay was in the iron-store.

Q. Do you know who appointed him? Through whose influence did he say he got here? —A. I don't know.

Q. Was he on the yard before Mr. McKay got this contract with the Government for building the ship?—A. Yes, sir; he worked on the yard two or three years, I think.

BOSTON, *March* 27, 1876.

WILLIAM H. RIGBY recalled.

By Mr. MILLS:

Question. I want to ask you whether Mr. McKay did not offer you money if you would allow him to use such material as you had prepared?—Answer. No, sir, he did not.

Q. Any material that was bent and sawed ready for work somewhere else?—A. No, sir.

Q. Do you know whether any of the work that was done on the boat for General Butler was charged to the Vandalia or any of the material used on the boat?—A. Nothing was charged to the Vandalia.

Q. Nothing of the work there?—A. No, sir; they were not doing any work on the Vandalia. My gang was all suspended, and I was suspended, among the rest. When those three men were taken in, there was no work doing during that month on the Vandalia when they were at work on General Butler's boat. They were not reported every day, because they were not on the rolls that month. About Mr. McKay's work, I should like to make an explanation. I got the order from the constructor to give Mr. McKay all the molds and specifications, and to show him where to get his stock. Mr. McKay wanted me to facilitate him by giving him those molds, and showing him. I made the molds, and, also, the patterns, for his castings. I picked those out and gave them to him. That is the extent, I understood Mr. McKay wanted me to assist him, which I had got my orders previous from Mr. Easby so to do. Then, again, I would like to state here that about a year ago there was a man came to me, stating that he had taken the job from Mr. McKay to build those boats, a man who knew nothing about boat-building, and I was somewhat surprised. Mr. McKay also accused me of recommending some men to him that were not boat-builders, which I did not do, which caused ill-feeling between Mr. McKay and me. After this man took charge of the boats, the boat-builders he had to work for him found out he did not know anything about the business, and he told them they might take the boats, and he would step out. Then Mr. McKay made a contract with those men to build the boats for so much money.

By Mr. HARRIS:

Q. What money did Mr. McKay offer you?—A. He never offered me any money at all. He said if I would assist him (he was not a boat-builder) he would be willing to do what was right.

Q. But you had your orders before?—A. I had my orders previous to this to deliver to Mr. McKay all molds and patterns connected with the boats, that is, castings, &c.

Q. You never did receive any money from Mr. McKay?—A. Not a cent, either one way or the other, neither directly nor indirectly; and if it was necessary I could furnish proof from all the men that was there that Mr. McKay and me and those who built the boats were antagonistic all the time those boats were building, simply because I wanted him to build the boats according to contract.

Q. Were the boats well built?—A. The boats were very well built; not so well as we should build in the yard, but the boats are well built, probably better built than a good many boats I have seen built in Government yards, for we have the name of building the best boats in this yard of any yard in the country.

By Mr. JONES:

Q. Did Mr. McKay use any material in building the boats for the Adams that had previously been partly gotten out by the Government?—A. Yes, sir; he did.

Q. What expense should you suppose had been put on that material before it was used on the boats?—A. Here I should like to explain. In getting out material for boats, I go round the yard and pick up condemned ship-timber for certain parts of my work, because it don't do to take new; that is, knees and the like of that that have been condemned. I take them and get them sawed up, and use the timber in building the boats. I had got a lot of that kind of stuff sawed up in the cellar, and Mr. McKay wanted me to deliver it to him. I would not do it, because I had no orders. Mr. Easby said that Mr. McKay was to take the rough material, the same as I did; but when Mr. Easby was off, I received an order from Mr J. F. Hanscom, then acting as constructor, to deliver to Mr. McKay all the material that could be used economically that was in the cellar. Of course I had nothing more to say, and I let him take it.

Q. Then you delivered to Mr. McKay material that had been previously prepared for boat-building by the Government?—A. Prepared to a certain extent, but not prepared ready for use; merely sawed out. I supposed that, according to his contract, the Govern

ment was obliged to find him stuff to build the boats, not stuff to build ships of. The Government did not have any stuff in the yard suitable for boat-building, that is, for the flotillas and such work, and, as I said previously, I took the condemned ship-timber and expended ship-timber, in order to get this stuff out of it.

Q. Was not that order a great saving to Mr. McKay?—A. It might have saved him $40. I do not think it would exceed that.

Q. That is, the work on it was not worth more than that?—A. No, sir.

Q. Was that charged to him?—A. No, sir.

Q. That stock had been gotten out for those same boats?—A. It had been accumulating. This stock had been accumulating in the store probably for two years. If I build a set of boats, I get out a lot of flotillas, and there will be three or four or half a dozen too many, and they are put into the cellar.

Q. Have you not got a lot of material there now that is fit to be worked into boats?—A. Yes, sir; I have got a lot of flotillas, stems, and such as that, because it is necessary to have them seasoned.

Q. You furnished him with stems, did you not?—A. No, sir; I don't think he got more than one stem out of the lot.

Q. Was there anything else that you furnished in building those boats for Mr. McKay except this material in the cellar which you speak of, which had been gotten out previously by the Government?—A. No, sir.

By Mr. MILLS:

Q. Do you know of any work that was charged to the Vandalia that ought to have been charged to some other account?—A. I cannot call to remembrance now, to state positively, because it is sometimes the case that a man is called away for to do a job for an hour and a half or two hours at the same time he has been at work on the Vandalia and no note made of it.

BOSTON, *Friday, March* 24, 1876.

Paymaster CHARLES W. ABBOTT recalled.

By the CHAIRMAN:

Question. What is this paper which you now hand me?—Answer. It is an abstract of vouchers. That is a sample of all the others. I selected that because there is more business in that last quarter of 1875 than in all the others put together.

Q. Are your purchases, open contracts and all, about $800,000 a year?—A. I sum up for this quarter $222,000; but for 1875 I think it would not amount to as much as that—say $600,000 to $800,000, perhaps.

Q. Are you paying out prize-money here?—A. Yes, sir.

Q. On what account?—A. That is the Farragut fleet, the last distribution.

Q. Have you paid it?—A. Yes, sir; that is, I have paid portions of it.

Q. This is what you have paid?—A. Yes, sir; the prize-certificates are sent here, some of them.

Q. You don't buy any clothing in open market?—A. No, sir.

Q. Do you know Charles Allen Brown, of this city?—A. No, sir.

Q. Whom did you succeed as paymaster?—A. Mr. George Plunkett. He died in October, 1874.

Q. Who was Mr. Plunkett's clerk?—A. His brother when I came here.

Q. Did you retain the same clerk or did you take another?—A. I took another, or wanted to, but I was forced to abandon him and take the same one.

Q. Who forced you to do that?—A. Well, General Butler.

Q. What did he have to say about it?—A. I appeared at the office after being ordered to, with a clerk of my own selection, and I met the clerk, who was the brother of Mr. George Plunkett, and he asked me if I was not going to retain him, and if I had selected another clerk. I told him that I had selected another clerk, and he went away. The next morning when I was in the office one of my clerks said to me, "Mr. Plunkett says that General Butler is going to have you out of here in less than three days, and that he (Mr. Plunkett) will be back here again in the office by Saturday." Well, then, during that day I learned further about it—so much so that I thought it was very strange, and I determined to go and see General Butler and ask him about it.

Q. Didn't he send for you?—A. No, sir; I went voluntarily to see him, and I asked him if it was true. I told him that I had understood that he had interfered in regard to my selection of a clerk and my position there. He said that he had, that he had telegraphed and written to the Department; and we had some conversation there of perhaps half an hour, in which, among other things, he told me that I had my day, and that now he was going to have his.

Q. What did he tell you he was going to do?—A. Well, that he was going to have me out of the office.

Q. Was it to remove you or to place you somewhere else?—A. It was that I should not remain in that office, because I would not retain Mr. Plunkett.

Q. He could remove you to some other station?—A. He could only prevent my remaining here at Boston as purchasing-paymaster.

Q. Did he tell you that he would have you removed if you did not retain Mr. Plunkett?—A. Yes, sir; that was the understanding.

Q. Then you were forced to retain Mr. Plunkett in order to keep you from going away?—A. Yes, sir. I had some letters from Washington advising me to abandon my position and retain him.

Q. Who advised you?—A. Mr. Watmouth, the Paymaster-General.

Q. Did you make known your difficulties to the Paymaster-General? Did you communicate to him the fact that General Butler had threatened your removal?—A. No, sir; but he was aware of it from this letter received. I telegraphed to him to ask what the trouble was. He replied, "You must see General Butler." Then I received a letter from him in which he said that he had made a hard fight to retain me in that office, and, said he, "There were several applicants—three or four," and he said, "I think I will be able to retain you there, but you must see General Butler." It was substantially that if I did not conciliate General Butler he could not keep me. He said, "I want you to be at that office, but if you do not conciliate General Butler you will not be able to remain."

Q. Then you went to General Butler and made the offer to accept the clerk?—A. No, sir; I did not go to him. That was before I had received this letter from General Watmouth. I did not go to see him again, but I said to my clerk, the one whom I did select, "Well, I would like to remain here. It is near my home; and you want to come into the office. Now if I stick to you we shall neither of us accomplish anything, because I shall be detached, and that will not do you any good;" and he said, "Well, don't let me embarrass you; I will withdraw." He withdrew, and then I sent word to Mr. Plunkett that I would retain him.

Q. Did he come into the office?—A. Yes, sir; he came into the office after that.

Q. How long did he remain?—A. He remained until he was appointed assistant paymaster, in last September—nearly a year.

Q. Is he assistant paymaster now here?—A. Yes, sir.

Q. Now that is not the only interference with your office here by politicians outside. Are there not others?—A. Well, there have been interferences; for instance, (I cannot call it exactly an interference, except it is that thing which is constantly held over you, that if you do not do such and such things something will happen.) You hear things.

Q. Are there not other gentlemen influential like General Butler who have their favorites here whom you have to respect?—A. Yes, sir; but General Butler was the particular man that I dreaded in this, because he had been what was called "running the office."

Q. I ask, in the discharge of your duties as paymaster, do you or not encounter the same sort of influence from other parties in other matters? You spoke of a gentleman who is a particular friend of Senator Cragin here the other night. I noticed that that gentleman seemed to be doing all of your contracting here in the way of timber?—A. Yes, sir; that is Mr. Trickey.

Q. Do you say that anything was held over you in regard to Mr. Trickey—that if you did not do such and such things something would happen?—A. Well, if I did not give the timber to Mr. Trickey, my idea was and my feeling was that as sure as he did not get all the timber (and I was very glad there was not much of it) that I should not stay in the office probably a month.

Q. He has been getting it for a long time, has he not?—A. Yes, sir.

Q. What do you know of the history of your office? What do you know on your books about who has been furnishing timber here for years to this yard?—A. O, Mr. Trickey has furnished timber for years and years.

Q. What are your personal relations with him?—A. Well, they are pleasant.

Q. Who determines the price at which you shall take lumber from him, where you buy in the market?—A. There is an estimated cost. I don't know what they want. There is a great variety of lumber. There is clear stuff, first quality of lumber, and cheaper kinds. Requisitions are made by different parties under the departments, and they make an estimated cost, which I regard as based on their inquiries as to the market-price of lumber and the kind that they want. They have experts. I am not an expert in regard to lumber and to a great many other kinds of supplies. Each department has its experts. They want a certain kind of lumber and ascertain the market-price. The requisition is made at so many feet of lumber at such an estimated cost. That is sent to the bureau, approved by the bureau, and then sent to me to make the purchase. I regard that estimated cost very much, because I am governed by that as to the quality.

Q. Well, when you come to make that purchase you have that requisition and order to buy that lumber. You go to Mr. Trickey and say you want it at that price?—A. I send to Mr. Trickey a little written form, "What will you deliver so much lumber for at such a price?" Well, in a great many cases I have found that Mr. Trickey hit the exact figures that were the estimated cost, and then I have suspected that there was where they had got their estimated cost, that they sent to him.

Q. Then you have believed that the men who made out the estimate made it out with the knowledge of Mr. Trickey?—A. Yes, sir; that he got his estimated cost of Mr. Trickey.

Q. Now you take the engineer's department over there, which has been under the charge of Mr. Granger for the last 18 months, and it appears that not a dollar's worth of timber or lumber has been received from any other party than Mr. Trickey. During this whole time have you bought the lumber for this department?—A. I have bought it for the last year.

Q. Do you buy for it also?—A. Yes, sir; I buy for all the departments, excepting where it is contracted for. I have made several purchases for the civil engineer's department during the last year.

Q. Have you bought lumber of anybody else except Mr. Trickey?—A. No, sir; only one lot.

Q. What was that?—A. That was a small lot of spare timber. It amounted to about $500.

Q. You have felt, have you not, that those estimates were made after consultation with Mr. Trickey, or with the knowledge that Mr. Trickey would furnish it at those prices?—A. Ordinarily, yes, sir.

Q. Have you given to any other person the opportunity to figure on those requisitions?—A. No, sir. I regarded that as a fair market-price, the estimated cost for what they wanted, and in those cases I have sent the requisition to Mr. Trickey to be filled.

Q. So that if there was collusion between him and the parties who made those estimates, you have simply carried out the scheme, if there was a scheme?—A. Yes, sir; it never occurred to me that there was any collusion between him and any one.

Q. You see how easily it could be done?—A. Yes, sir; but I sent to Mr. Trickey——

Q. [Interrupting.] If I understand you, you dare not buy lumber from anybody else but Mr. Trickey?—A. Yes, sir; that was the feeling that I had. If I had bought lumoer from any one else, I should not have expected to remain in the office but a month. He would be sure to find it out, and I should be expecting my detachment at any moment.

Q. That implies that Mr. Trickey would have the power at headquarters to remove you. Would he appeal to General Butler, in your judgment?—A. No, sir.

Q. Is it your feeling that the contractors have power to send you away?—A. Yes, sir; that is my feeling.

Q. Mr. Trickey is whose friend—what Congressman?—A. Mr. Cragin. General Butler was going to have me out of that office on the clerk question. He told me that Mr. Plunkett was a very dear friend of his, and that his brother desired to remain here, and, said he, "You have turned him out, and I will turn you out." That is the amount of it.

Q. Well, is there any other person of whom you have bought so large quantities of material—so large in value—as you have of Mr. Trickey?—A. No, sir.

Q. I see here on your schedules, "The Atlantic Works, for machinery," four large bills, ranging pretty nearly $14,000; what was that for?—A. Those were payments that were made for machinery. It was for the steam-sloops that they were building.

Q. That was probably under a contract?—A. That was under a contract. The bills would come to me for payment. They would send me the money with the bill. The bill would be marked "Payable by paymaster at Boston," and I would receive draft from the Treasury for the amount, and I would pay it.

Q. So you were a mere conduit through which the money passed from the Department to the contractor?—A. That was all.

Q. Here is an entry that A. D. Wilds was paid for hemp $32,000 and over.—A. That was a bureau purchase.

Q. That was something over which you had no discretion?—A. Yes, sir.

Q. Here is an entry showing that Charles Brewer & Company were paid for coal $6,000.—A. That was a bureau purchase.

Q. Was it one of those sealed bids?—A. I don't know. The contractor might ask to have his bill payable anywhere.

Q. Here are two bills of H. M. McDonald for bunting.—A. That is largely a bureau purchase. They have had a contract for bunting, and then I have made purchases. Their requisitions come to me for bunting, and I should send it over. The United States Bunting Company knows just what the yard wants, and their prices.

Q. Is that General Butler's company?—A. Yes, sir.

Q. Is it the only one in the United States?—A. Yes, sir. General Butler is interested in it. They make very nice flags, and they were tested here at the yard with the English bunting, by letting two flags, one of each manufacture, blow in the wind until they were worn out, and the English one was worn out first. Those are very nice flags. If a requisition came for a few flags I should send it there.

Q. You are satisfied that you would get that bunting as cheap as the foreign bunting?—A. Yes, sir.

Q. Is anybody paid any commissions on that?—A. No, sir.

Q. Does Mr. Trickey have anything to do with that?—A. Not the slightest.

Q. Does Mr. Trickey influence your purchases in any other goods except lumber?—A. No, sir. Mr. Trickey never influenced me in any other respect.

Q. You don't know that he follows after you and gets commissions on what you do purchase?—A. No, sir; because I should know it if he did.

Q. Do you know that anybody receives any commissions on any other purchases you make in open market?—A. No, sir.

Q. Or discounts?—A. No, sir.

Q. You don't get any?—A. No, sir; I never have received a cent on any purchase I have made.

Q. Here is an entry of sale by C. F. Austin of bakers' bread. What is that?—A. He is a very fine dealer here. We can buy cheaper of him. He has better preparations for baking it. He will put the bread in cheaper than anybody else.

Q. Here is an entry of John Miller for provender—open purchase.—A. That is open purchase for stuff that they use at times. It is for feed for teams.

Q. I notice here that there is a large item for water—Mystic water-board.—A. That is a quarterly bill sent to me for payment. I have the water furnished the yard, and they have a regular price.

Q. Here are entries: "Walworth Manufacturing Company, sewer-pipe, $642;" "Gale & Co., cement, $800." Do you buy those in open market?—A. Yes, sir.

Q. Have you regular dealers from whom you purchase those things?—A. In some cases I send to a good first-class dealer, and then, frequently, I send out three or four or four or five bids.

Q. You hire an office of Mr. Trickey?—A. The office is hired. He has leased that building. I don't know how long he has had it.

Q. Did you find the office there when you came to this place?—A. Yes, sir; it has been there a long time.

Q. Did you make the contract for the rent?—A. No, sir. I don't know who made that. It is $2,000 a year.

Q. How much room do you have?—A. Well, I have three rooms.

Q. Where is the office?—A. 21 Kilby street.

Q. Do you know whether that is a fair rent?—A. Well, I should think that was a fair rent. It is close to State street. It is up one flight. That contract, I think, would be approved by the Secretary of the Navy.

Q. Who rents that house—who negotiates for the rent of that? You say you don't do it.—A. I presume it was done originally by the Secretary of the Navy. The office must have been there ten years. I don't know but longer.

Q. Who is it that contracts for the quarters for officers when they have quarters on shore? For instance, if the naval board was ordered to meet in Boston for some purpose, whose duty would it be to contract for quarters?—A. If it is here they would probably do it themselves. They would not come to me.

Q. Is there any other firm or any other person in Boston from whom you feel that you are bound to purchase from as you are from the gentleman whom you have mentioned to us?—A. No, sir.

Q. With all the customers you purchase from you do not feel under the same restraint?—A. No, sir.

Q. The amount of your purchases are comparatively small?—A. Yes, sir; there has not been much business.

Q. Your lumber-purchase is always the largest every year?—A. Well, no, sir. The lumber-purchase might be a great deal larger.

Q. You have not paid for all the lumber purchased in this yard?—A. No, sir.

Q. How do they pay for the balance of it?—A. There are large quantities of oak knees. Those bills that I have brought are all the purchases that I have made, in fact. There are one or two others that you have got in that I did not pay. Bills are sent to me of timber that is delivered at Portsmouth. If Mr. Trickey delivered it he would want it paid here in Boston.

BOSTON, *March* 24, 1876.

WILLIAM J. KEEGAN sworn and examined.

By Mr. BURLEIGH:

Question. You made application to get on this yard at one time?—Answer. Yes, sir.

Q. What are you?—A. I am a willow-worker by trade.

Q. Have you ever been a soldier?—A. I have been a soldier in the service here four years and a day, from 1861 to 1865.

Q. Were you wounded in the war?—A. No, sir; except that I got the trucks of a long 32 over my left foot, and that has incapacitated me for working at my trade. Consequently I had to apply for labor.

Q. To whom did you apply?—A. I applied at the construction office, but did not succeed. Then a party introduced me to the foreman in another department, and I got employment there, in the steam-engineering department.

Q. How long did you work there?—A. I have been working there off and on for the last six years, I should think.

Q. Did you have to pay anything to get into that department?—A. I had to pay $15.

Q. State the circumstances attending your getting on the yard.—A. Well, sir, this party,

Michael H. Quill, introduced me to Mr. William H. Chapman, foreman of the ship's gang in the steam-engineer's department. I was not acquainted with Mr. Chapman; did not know the man when I was introduced to him; but this party, Mr. Quill, was intimately acquainted with him. He came into the yard, thinking that Mr. Chapman might perhaps give me a chance to work. However, we met him here at the dry-dock. This man introduced me to him, made known to me previous to him speaking to him that this was he. This man stated the circumstances to Mr. Chapman, and he said, "You appear to be a man who could do a fair day's work, smart-looking; however, if I can do anything for you, I will notify you whatever time there is a chance." Well, the forenoon, on the following Saturday, this Mr. Quill was notified by Mr. Chapman to tell me to come in here and go to work in the steam-engineer's department at 1 o'clock that Saturday, after muster. Well, then, Mr. Quill gave me to understand that what Mr. Chapman required was $15 from me. This $15 was to be divided among three engineers, five to each, in the department. This is the statement of Mr. Quill. Consequently, I says to Mr. Quill, "Well," says I, "Quill, you know very well that I haven't got a dollar; I am at present in debt." He says, "I am aware of that, and I told Mr. Chapman so; that you had a family; had been out of work and in debt." I says, "Very well; I can't pay him that until after the lapse of some time." Well, at this time they paid in the yard once a month; now, they pay twice a month. The first payment I received, there was ten or twelve days kept back that I didn't receive; consequently I had a very small amount to get, and I couldn't pay this money to Mr. Chapman.

By Mr. JONES:

Q. Why was this ten or twelve days kept back?—A. It is the rule of the yard; it is done with every man. However, Mr. Chapman felt very angry with me, because I did not pay him this $15.

By Mr. BURLEIGH:

Q. Did Mr. Chapman say this to you?—A. Yes, sir; this he told me himself. When he found I could not pay him this $15, he became very angry, and, said he, "I am not going to remain out of this money," said he; "I paid this money out of my own pocket, and you will have to pay me." I says, "I intend to pay you, but my circumstances will not permit me to do it at present." I gave him $5. I owed in the store, and my wife was anxious to pay there whatever she could; so the next time I received my pay, I gave him another $5; but in the mean time he goes to Mr. Quill and demanded of him to pay him the $15, telling him that he was out of pocket by it himself, and required of him to pay it. "Why," says this man, "Mr. Chapman, don't be alarmed; Keegan will pay you; give him a chance; the man is honest." Very well; when there was an opportunity for me to pay him the remaining amount, I paid him. Well, since that time I gave him more money; but what I gave him after that he did not exact or require from me. I gave it to him through advice:

Q. How much did you give him?—A. I gave him about $15 besides, making $30 in all.

Q. By whose advice?—A. Well, my wife's advice, and some other parties. I got into trouble here.

Q. Who were the other parties?—A. Friends of mine, inside and outside of the yard. I got into trouble with a man who was working with me.

Q. Name some of those men.—A. There are none of them here now.

Q. Are any of those men living in Charlestown?—A. Not that I know of.

Q. Where are they living?—A. I can't tell.

By Mr. MILLS:

Q. Why did they want you to pay any more?—A. I am about to state the reason. This party was working with me, and he ran away with the idea, because that he had been in the yard a number of years, he should be my "boss." Well, the man was receiving no more pay than I was receiving at the time, and he got to abusing me, setting me work to do, and insisting that I should do this, that, and the other; so I spoke to him about it, and then he commenced abusing me, and called me a son of a bitch. So I told him, "If you call me that again, I will strike you." He did. I was working in the crank-pit at the time, and I jumped out of the crank-pit—the man was a heavier man than me, and I judged from that it was his intention to brow-beat me, thinking I was afraid of him. I struck him, and then I wanted him to fight. I did not want him to submit to my striking him without getting satisfaction. Then he went and reported me, and I was advised, through that, to give Chapman more money, so that he would work for me. I was not discharged on account of it. I was notified to come down to the office the next day to answer this charge which had been brought against me, and did, and so I was told to go back to my work. Since then I have had every reason to expose Mr. Chapman's doings. There are men who have been working in the department not at all deserving the wages they have been receiving. I have been recommended to him for more pay, but I never could get it.

Q. Is Mr. Chapman here now?—A. Yes, sir; he is the only foreman that is kept in the department now. The rest are all suspended.

Q. He is foreman of what?—A. He is foreman of the ship-gang. There are two ma-

chinists receiving $3.26 a day who are doing what I did myself for $2—two first-class machinists taking away ashes and stuff from those ships that are lying moored here.

Q. Is that all they do?—A. That is all they do. I am not the only one that knows it. That is his doings.

Q. Do you know of any other abuses in the yard?—A. Yes, sir; there is a party by the name of Richard Gayton, whom Mr. Chapman has kept in here. The first part of the war, when the draft came on, he cleared out and went to Chicago. He was written to to come back into the yard when the thing passed over and there was no danger of his being forced into the Army, and he came back, and Mr. Chapman has kept that man here right straight along, when other men have been ordered out. I have accused Mr. Chapman of this and remonstrated with him about it.

Q. What does that man get?—A. Two dollars a day.

Q. What does he do?—A. He works as a laborer in the gangs at times, and other times he takes ashes away from those stoves.

Q. Do you know of any other abuses besides that?—A. I know a great deal, but I don't suppose it would be very necessary for me to state. I have heard of others who have paid Mr. Chapman. The thing is, I have not seen them pay the money. There is a man on board the receiving-ship named John Hollywood. He is boatswain's mate on board the Wabash.

Q. What did he pay?—A. He told a party that he had paid money to Mr. Chapman. I remember the time well when he took him in. I don't know the amount he paid.

By Mr. JONES:

Q. Did he tell you that he had paid Mr. Chapman any money?—A. No, sir.

Q. Whom did he tell?—A. A party now in the seevice.

Q. Who is the party?—A. His name is William Wells.

Q. Is he in the yard?—A. No, sir.

Q. Where is he?—A. He is on this last vessel that went out here, the Vandalia.

Q. Is there anything else?—A. There is another little matter. Here, about four years ago, the time-keeper came round aboard those ships where the gangs were working, to find out, from those men, who were citizens, who were natives, and who had been in the service, and a man by the name of Cornelius Sullivan stated that he had been in the service. When asked what branch, he said in the Army. He was asked what regiment, and he said a Pennsylvania regiment. I was in the gang at the time present. When he was asked the colonel's name, he couldn't tell; he had forgotten. He was asked the name of the captain of the company, and he had forgotten his name; he was asked the letter of the company, and he couldn't answer. Consequently he was notified to come up to the office, and they took a description of him there, and sent this description on to the city of Philadelphia and made inquiry whether such a man had served in this regiment, and they received back answer to the effect that no such man had served in that regiment. Then he was sent for, and discharged, but Mr. Chapman worked that man in again, after he had been out a little time.

BOSTON, *March* 24, 1876.

DANIEL A. STORY sworn and examined.

By Mr. MILLS:

Question. What are you doing?—Answer. I am deputy surveyor of lumber.

Q. Where?—A. Boston district.

Q. Not in the navy-yard?—A. Not in the navy-yard.

Q. Did you ever measure any lumber for Mr. McKay?—A. Yes, sir.

Q. Did you measure any lumber that the Government furnished him for building the Adams?—A. I measured some lumber after she was done, belonging to the Government.

Q. Do you know to whom that lumber belonged?—A. I always keep a record of what I do, and I think it was some that was left after the vessel was done—white oak.

Q. Do you know how much there was?—A. I don't know exactly; I should say in the vicinity of forty tons of white oak.

Q. Did you measure any live-oak that was left?—A. Not a stick.

Q. Did you measure any pine plank, or pine timber?—A. Not a piece.

Q. Nothing but white oak?—A. No, sir; only that, at that time.

Q. That was after the vessel was done?—A. That was after the vessel was done; I think about the time he was moving his lumber.

Q. Was that lumber that the Government furnished him to build the vessel?—A. I don't know about that. I am under the impression that the lumber came from Mr. Trickey.

Q. Which Mr. Trickey?—A. Trickey & Jewett, I believe they called them.

Q. How came you to be called upon to measure it?—A. That is what I don't know. I

went down street one morning and he inquired for me, and I went over to see him; I didn't know what he wanted, and he said he wanted me to survey it.

Q. Did he tell you what lumber it was?—A. Of course I recorded it on my bill. I made a bill and a duplicate for him, and then a duplicate to the surveyor-general, and recorded it myself.

Q. Would your bill show what lumber it was?—A. Exactly; it would show what I was told about it and the record I gave of it—all that I knew about it.

Q. Was that lumber marked in any way, the number of feet "registered," as they call it, with the navy-yard mark?—A. I did not see any; all the marks, as nigh as I can recollect, were the red-chalk marks that are usually on lumber they send on.

Q. Could the marks put on it by the Navy Department be easily destroyed?—A. If they were put on the end of the stick, they could.

Q. How do they put the marks on; are they painted on or punched out?—A. I don't know much about Government lumber; I have surveyed some that was "sealed," cut in, I think, with a gouge, on the end.

Q. That could be cut out again?—A. Of course it could.

Q. Do you know whether Mr. McKay was building any other vessels besides the Government sloops?—A. I don't know.

Q. Didn't you see any other vessel there building?—A. No, sir.

Q. This was ship-timber?—A. Yes, sir.

Q. Do you remember whether Mr. McKay said that that was lumber that was left over from building those vessels?—A. No; I don't. Whatever was told me is on my survey bill, and it is recorded in my own book.

Q. Can you get that and show it to us?—A. Yes, sir.

Q. Do you know of any lumber belonging to this navy-yard outside of this yard?—A. I don't know anything about the navy-yard lumber, except that there is lumber over at East Boston that is always said to have come from the navy-yard; that is all I know about it.

Q. What sort of lumber is it?—A. Pine lumber.

Q. How much is there of it?—A. That I can't tell you; I never took particular notice. Mr. McKay, as I understood, had lumber stored at Jones's wharf, over there in the building.

Q. Has any of that lumber been sold since it has been stowed there?—A. I don't know.

Q. Did you survey that lumber, too?—A. No, sir; not at all.

Q. You say there is as much as 40,000 or 50,000 feet there now?—A. That I can't say. I should think there had been more than that.

Q. What causes you to think so?—A. Because I saw it come, and I saw it as it was piled in the building.

Q. Did you see it come in frequently?—A. I don't know how long it was coming there; probably, if I recollect right—it was a year ago last summer—I should say it came for three or four weeks.

Q. Every day?—A. I don't know about every day; I wasn't there every day; I was at other places.

Q. Was that after the Adams and Essex were built?—A. That was before.

Q. Was any of that lumber, so far as you know, worked into the Adams or the Essex?—A. I suppose it was; it went out, and I suppose it was used for finishing that boat.

Q. How much is your estimate of what has been carried there?—A. What I should say would perhaps be no good for anybody to go by, but from recollection, I should say, if a person asked me to say how much had gone from there, 60,000 feet of pine, at least; perhaps I may be wrong.

Q. Do you know whether there is any live-oak anywhere in the city outside of this yard? Do you know anything about Curtis & Tilden's yard?—A. I know where there is one piece.

Q. Where is it?—At P. S. & J. B. Hucking's yard, in East Boston, there is one piece; I saw it there this morning.

Q. How large a piece is it?—A. It is a small piece, 8 or 10 feet long, with an arm perhaps 4 or 5 feet long, and perhaps that thickness. [Indicating about 18 inches.]

Q. Do they deal in ship-timber?—A. They deal in ship-stock.

Q. Live-oak?—A. Not live-oak; white oak and hard pine.

Q. What is the usual price for live-oak timber here, take the three grades?—A. I don't know about that, for live-oak is not used much.

Q. Well, what is the price of white oak?—A. It is according to what it is; the price is very much depressed now.

Q. What was it six or twelve months ago per thousand feet, for the best quality white-oak timber, long pieces, 12 inches square, say 30 or 40 feet long, such as they use for ship-building?—A. It varies according to what it is. You take a stick for a keel-piece, and probably it was worth, six months ago, I should say, at retail $65 or $70 a thousand.

Q. Well, what would inferior be worth?—A. Inferior, not much more than half-price.

Q. $30 or $35?—A. Yes, sir.

Q. What are hard-pine plank worth?—A. Six or twelve months ago, white pine was worth by the cargo, good stock $30 and some over, board-measure.

Q. What would inferior be worth?—A. I am not a dealer in lumber, but, as far as my impression goes, it is about two-thirds price.

By Mr. JONES:

Q. Have you heard any reports that any of this timber that you saw going out went to any other place except to the ship?—A. I don't know as I recollect of ever hearing that it went to anybody else. I have seen Mr. Peterson, of the firm of Manson & Peterson, come there and get lumber.

Q. What did they do?—A. They did the joiner-work for that vessel. I don't know that I ever heard it went anywhere else.

Q. You never saw any one else go and get any?—A. No, sir.

BOSTON, *March* 24, 1876.

BROWNELL GRANGER sworn and examined.

By Mr. HARRIS:

Question. What office do you hold in this navy-yard?—Answer. Civil engineer.

Q. How long have you held it?—A. I was appointed in July, 1874, and was ordered here September 21, of that year.

Q. As a civil engineer in this yard, what duties do you perform?—A. I have the care of the repairs of buildings in the yard, the erection of all buildings, of whatever kind, charge of the wharves and docks, sewerage, gas, and water—everything appertaning to the office of civil engineer.

Q. Have you special charge of any lumber?—A. Yes, sir.

Q. Does the duty of receiving and inspecting any lumber devolve upon you?—A. Yes, sir.

Q. In what department?—A. In the department of yards and docks.

Q. Have you, since you have been in the office, received any timber for that purpose?—A. Yes, sir.

Q. Who were the contractors who furnished it?—A. I have received nothing by contract.

Q. You have received it by open purchase?—A. Yes, sir.

Q. What kind of lumber?—A. It has been timber, mostly—that is, building-timber, wharf-timber. When I came here, there was a wharf in process of repair, called the "Ohio Landing," for which contracts had been made and given out before I came. A part of the timber that came in was for wharf-timber. Then, I have received a small quantity of boards and planks, suitable for houses and walks.

Q. From whom have you bought that?—A. It has been purchased, I think, from Mr. Trickey.

Q. How much in quantity?—A. I don't think over 60,000 or 70,000 feet in all. Up to October 1, last, it was 57,000 feet only.

Q. Have you received any since?—A. I may have received, perhaps, 15,000 or 20,000 feet.

Q. From whom?—A. From Mr. Trickey.

Q. Where was the purchase of this lumber made, or where was the agreement made?—A. I don't know, sir.

Q. Do you know the price paid for it?—A. It is on my book, which I can show. [Book produced.]

Q. Who surveyed this lumber?—A. The man in charge of the timber-shed.

Q. Who is it?—A. Mr. Averill.

Q. Was this paid for upon your survey?—A. Yes, sir.

Q. Do you remember the price paid for spruce plank, of which it appears you have had 42,000 feet?—A. I paid for spruce plank at that time $22.

By Mr. JONES:

Q. What was it; random stuff of different lengths?—A. No; it was dimension timber.

Q. You mean 12, 14, 16, or 18 feet long?—A. Yes, sir; spruce boards, one inch thick.

By Mr. HARRIS:

Q. Will you give now, as you find it entered upon your book, the different amounts of lumber received by you?—A. As I said before, part of the lumber that was contracted for before I came here came in afterward.

Q. How much came afterward? You surveyed that, didn't you?—A. Yes, sir.

Q. Turn to that and see how much you received after you came here?—A. I find another entry here in December of "Lumber." I cannot tell exactly when that commenced coming in.

Q. Begin where you commenced. What is the first receipt of lumber after you came?—A. The first receipt of lumber after I came was, October 31, 143,000 feet white pine, 10-inch, squared. That must have been some of the wharf-timber. That was from Trickey & Jewett, at $30 for the 10-inch and $40 for the 14-inch. That was good, clear timber; the boards were about 16 feet long, I think. The next item is "Trickey & Jewett," on the 17th of November, "10,000 feet of spruce boards, 1-inch."

By Mr. JONES:

Q. Was that random lengths or all squared, the same as western pine lumber comes?—A. It was all squared lumber.

Q. What I mean by random lengths is one board 14 feet long and another 16, and another 17.—A. It was eastern lumber. I think it was all about 12-feet lumber.

Q. Did you ever see any spruce that came from the East into this market that was cut in this way; do you understand lumber?—A. Yes, sir.

Q. Did you ever see a cargo of spruce lumber come here that was what we call dimension lumber? Wasn't it always random lengths? If you have a cargo come, are there not some 12-feet boards, some 16 and some 17?—A. Yes, sir; unless you call for dimension lumber.

Q. Does that say dimension lumber?—A. No, sir; but in our requisition we always called for dimension lumber.

By Mr HARRIS:

Q. Do you remember receiving lumber at all of random lengths since you have been here?—A. No, sir; I think not.

Q. What was the price paid for it?—A. $22.50.

Q. When was that?—A. The 17th of November, 1874.

Q. What sort of lumber was it?—A. It was 1-inch spruce.

Q. Good quality, or bad?—A. Good quality.

Q. How wide would it average; was it floor-boards or wall-boards?—A. It was used for floor-boards in general repairs.

Q. Who did you get that of?—A. Trickey & Jewett.

Q. What is the next item?—A. At the same time 7,000 feet pine 10-inch. That was $34.50.

Q. Who furnished that?—A. Trickey & Jewett.

Q. Who purchased it?—A. Paymaster Abbott, in Boston.

By Mr. BURLEIGH:

Q. How long was that?—A. That was, I think, 16 feet. We used it for wharf timber.

By Mr. HARRIS:

Q. What is the next item?—A. Forty-seven thousand feet of 14-inch.

Q. For that same work?—A. Yes, sir; that was $40 a thousand.

Q. Of whom did you get that?—A. Trickey & Jewett.

Q. Was this eastern or western lumber?—A. I cannot say as to that. I think it was eastern.

Q. Was it generally about the same lengths?—A. Yes, sir.

Q. Was that the required length?—A. Yes, sir.

Q. What was this for?—A. This was furnished by contract, and was timber that came in for the wharf; estimates were made and dimension timber required.

Q. And they furnished the timber according to the dimensions, you understand?—A. Yes, sir. The next item I find is July 1, 1874, 11,000 feet spruce plank, 2-inch, $23.

Q. What length?—A. There is no length given here. Twenty-three thousand feet of 3-inch, at the same price, $23, and 24,000 feet of white pine, 4-inch, at $40.

By Mr. JONES:

Q. Was that eastern or western?—A. That was eastern.

Q. Didn't you think that was a large price for plank to cover a wharf with; was that what we call dimension stuff, cut to length?—A Yes, sir; I didn't understand the price of that lumber was anything out of the way when it came, though I had nothing to do with the price.

Q. Was that free from sap?—A. Yes, sir; it was good lumber, I call it.

Q. Was there no sap in it, if it was eastern lumber?—A. I don't remember seeing any that should cause me to reject it.

Q. Didn't you see sap in the corners for an inch and a half; wasn't that the way it was?—A. Yes, sir.

Q. Didn't you know that you could buy that lumber for $20 or $22?—A. As I understand, this was a contract given out by the bureau before I came.

Q. Had you any specifications or papers to go by in receiving this plank; did you go by them in inspecting the timber?—A. Yes, sir; I made it my business. I have my foreman joiner inspect it all.

Q. But not in regard to price?—A. No, sir; not in regard to price, for we have nothing to do with the price. The next I bought was August 12, 1875, 3,000 feet white-oak planks, 4-inch, 16 to 18 feet long.

Q. What was that for?—A. That was for walks, and general use in the yard—general repairs.

Q. What did you give a thousand for that?—A. $60.

Q. Of whom did you buy it?—A. That was bought of Mr. Trickey. That was a requisition that I made for repairs in the yard.

Q. Who made that contract?—A. The paymaster in Boston.

Q. Did you have anything to do with fixing the price?—A. Nothing, sir.

Q. Do you know whether that price is high or low?—A. I generally know the price of things, and I have generally considered them to have been fair prices, as far as I knew.

Q. Were they such prices as an individual would have to pay for the same lumber?—A. I cannot say that. I thought they were fair market-prices.

Q. Don't you believe that an individual, having the money in his hands, could go out and buy it much cheaper?—A. He possibly might. I don't know, sir. There is another item on the same bill of 3,000 feet white-oak plank, 2 inches thick, same price, $60. Also 5,000 feet white-oak boards, 16 to 18 inches wide, $60.

Q. What were those for?—A. Those were for general repairs.

Q. What can you do with white-oak boards?—A. Well, we make wagon-bodies of them.

Q. Do you make your wagon-bodies here?—A. Yes, sir; we make all our carts and wagons here, and everything of that kind. "1,000 feet black walnut, 1 inch thick, $75." This was No. 1 joist.

Q. What size joist?—A. I have not got the sizes here.

Q. What was that required for?—A. For repairs of furniture.

Q. Did it go into the cabinet-shop?—A. No; it didn't go into the cabinet-shop until we took it out of our shed. It goes into the shed from which we draw.

Q. Of whom did you buy that?—A. Of Mr. Trickey.

Q. Did you ever get any lumber from anybody else except Mr. Trickey?—A. No, sir; I don't remember any other person except Mr. Trickey, since I have been here. "1,000 feet black-walnut plank, 2 inch," at the same price. "1,000 feet black-walnut plank, 4 inch," at the same price. "2,000 feet black-walnut boards," at the same price. Here are "1,000 feet of spruce plank at $23," and "166,000 shingles, at $6 a thousand," October 8.

By Mr. JONES:

Q. What kind of shingles?—A. They are cedar shingles, sawed. These were shingles for repairing the house. November 9, there was 19,987 feet of pine plank, 4-inch, from Mr. Trickey, at $30.

Q. What was that plank for?—A. For floors.

Q. In what place?—A. In our spar-shed. We are at work on it now.

By Mr. BURLEIGH:

Q. How long were those planks?—A. I haven't the lengths of them here.

By Mr. HARRIS:

Q. Is there any other lumber on your book that you received?—A. There is "25,000 feet white-pine timber, 6 inches square, November 11, 1875." That was purchased for repairing this wharf and the Wabash.

By Mr. JONES:

Q. What did you give for that timber?—A. $34.50.

Q. Do you think that is a fair price? Don't you think you could go out into the market and buy it cheaper than that?—A. I don't know, sir.

By Mr. HARRIS:

Q. Your paymaster has bought all that on your requisition?—A. I make a requisition, and it goes to the commandant's office and then to Washington, and is sent back approved, and goes to the paymaster, who purchases the article and sends it to us.

Q. It is random lengths, isn't it?—A. Yes, sir.

Q. Now, I want to ask you a question. As an inspector of lumber, supposed to have some knowledge as to its quality and value, do you not believe that the lumber you have named there might have been bought in the open market, by a person seeking to get the lumber at the lowest price, for a great deal less than the prices, there named—25 or 50 per cent. less? If you had been intrusted with the purchase of it, would you not have been able to go among the dealers here and purchase it for a less price, in your judgment?—A. No, sir; not any that I have purchased since I have been here. I generally take the price from the price-current.

Q. Who fixes the price?—A. The bureau at Washington; no, they simply approve it. When I make a requisition for any lumber, I look to see what the quotations are, and put them on the requisition. That goes to Washington and comes back. They have sometimes said they could not buy it for that: that the price had gone up since those quotations were made.

Q. How happens it that only Mr. Trickey gets these contracts?—A. Indeed, sir, I don't know.

Q. Don't you know what relation Mr. Trickey has to this yard? Has he any rights or power here that any other individual outside of this yard ought not to enjoy?—A. Not that I know of.

Q. How happens he to be the only man who has furnished lumber here through a period of eighteen months to your department?—A. I don't know.

Q. Do you know him?—A. Yes, sir.

Q. Before you make a requisition, don't you talk with him about it?—A. I don't think I ever made a requisition for lumber that I talked with him about.

Q. Does he come to you about it?—A. No, sir.

Q. Have you ever told him you were going to make a requisition?—A. No, sir.

Q. Don't you think he has known beforehand of every requisition you ever made?—A. I think he might have known after the requisition was made.

Q. Do you know of his making any gift to anybody connected with the yard?—A. No, sir.

Q. Or to any member of the family of any officer of the yard?—A. No, sir.

Q. How do you suppose Mr. Trickey can know that you made a requisition?—A. Well, sir, I have made a requisition for stores here, and in an hour or two after the requisition went to the commandant's office—it would seem as if it was as soon as it could get there—I would have men come in and want to know about those goods.

Q. What men?—A. Men who wanted to bid for them or purchase them for the Government. I have remarked to my clerk, "How in the world do people know when a requisition is made?"

Q. Do you know whether your clerk communicates the fact to anybody?—A. I am confident he does not. I do not speak of any particular requisition.

Q How happens it, when there are so many people here all desirous of furnishing lumber, that Mr. Trickey is always successful in getting it?—A. I don't know that.

Q. Do you consider this yard a close corporation, in which only a few men have a right to interfere?—A. No, sir.

Q. Have you ever made any effort yourself to bring about competition in these purchases of lumber or materials?—A. I have always selected the materials that I have bought with care, or had them selected by my foreman.

Q. Have you ever yourself made purchases of any kind of goods in open market where you had the right both to select the article and determine its price?—A. Yes, sir.

Q. What kind of goods?—A. Well, tools, hardware, and the like of that.

Q. Of whom have you made those purchases?—A. I have made them of the regular dealers in Boston.

Q. Name some of them.—A. Well, the hardware from Wilkinson & Co.

Q. Do you generally buy of them?—A. I never bought of them but once, and then I selected them on account of the quality of the goods, although I think another firm had the order. That was the largest amount I ever bought.

Q. How much was that?—A. I cannot tell now. It was perhaps $2,000 worth that I bought. It was some surplus funds that we had at the close of last year that we should have turned into the Treasury. I made a requisition for those tools and made the purchases myself. That is, I selected them and they were bought on that selection.

Q. At the price for which you agreed?—A. Yes, sir.

Q. Who gave you the order?—A. I made a regular requisition for those tools, and sent it the same as any requisition to Washington. It was approved, came back, and I selected this property.

Q. Now, I want to go from this subject to another. When you took possession of your department you had more or less lumber placed in your charge?—A. Yes, sir.

Q. Has there been any claim at any time that you had not the quantity of lumber borne upon your books?—A. Yes, sir.

Q. When was that claim first made?—A. It was first made by myself, after I had been here a short time. I was told that I would not find the amount of lumber that my books called for.

Q. Who told you that?—A. I think the commodore, for one, and my foreman advised me it was not here, and my clerk.

Q. Upon what evidence did they make that declaration?—A. Upon evidence of their own eyes; what they had seen done before I came here.

Q. What did they say or claim they had seen done?—A. They said they knew that a great deal of lumber had been used that had never been receipted for.

Q. This is partly hearsay; but I want it as specific as you can give it. We will treat it as hearsay: but as a means of getting at other information, I want you should be as specific as possible, and state what they told you about it.—A. They told me I would find this shortage, and they told me that lumber had been carted out of the yard.

Q. By whom?—A. That they did not say.

Q. Did you get no intimation to whom they referred?—A. I got information under whose administration that was done That was the civil engineer before me.

Q. What was his name?—A. Charles Hastings.

Q. Now deceased?—A. Now dead.

Q. Did you get information to whom it was sent?—A. No, sir.

Q. Do you mean to say that you have no knowledge, by information, who profited by that large fraud?—A. I haven't the slightest knowledge.

Q. Do you know whether either gentleman who told you could furnish the committee with any information?—A. I don't know whether they could or not. They might be able.

Q. How much timber was it alleged had disappeared?—A. No particular amount, sir.

Q. How soon after you came into office did you have that information?—A. Within a month.

Q. What did you do about it?—A. I asked and obtained a man to assist me in the care of the lumber and to measure it. When I came here, this timber and lumber were in charge of a laboring man that I didn't think much of, and I went to the commodore and asked him to have me allowed a suitable person to take charge of the timber as clerk and assistant store-keeper, and he told me that would not be allowed, as he knew the bureau would not allow another clerk. I told him some one ought to be there more responsible than this man and asked him if he could not rate a responsible man as a mechanic and place him there. He told me at first that that could not be, because it would be a false muster of the man but I urged strongly upon him the necessity of having a responsible man there, and he finally consented. Then I went to work and had a survey made of the lumber.

Q. How lately was that survey completed?—A. I was along into the spring, a year ago making it, and after I had made it I found I was about half a million feet short of what the books called for.

Q. Of what kind of lumber?—Of all kinds.

Q. Have you the means of presenting to the committee the exact shortage?—A. Yes, sir.

Q. Together with the different kinds and qualities?—A. Yes, sir.

Q. Will you do so?—A. Yes, sir; I went to the commodore and told him that I was satisfied there was a large deficiency, and I wished he would appoint a board of regular officers to make a survey, and he said he would. I went to my office and wrote a request for the board, and he appointed it.

Q. How lately was that board appointed?—A. That was, I think, last July.

Q. How recently have they completed their work?—A. They completed it, I think, in October.

Q. They have made a written report?—A. They made a written report, and I sent it to Washington, with the amounts as called for by my books, showing a discrepancy in each item of timber and lumber, and I asked to be relieved from the responsibility of carrying it on my books.

Q. What reply did you get?—A. I have had no reply. A reply came in this way: A board was appointed to examine into the probable causes of the discrepancy. That board met here, but never summoned me before it, never took a word of testimony from me, and made their report.

Q. Were you not before that board?—A. No, sir; there was no evidence before that board against me; but everything to show that the discrepancy had occurred before my time.

Q. Was that the report of the board?—A. The report of the board charged it upon me.

Q. Have you a copy of their report?—A. Yes, sir; and a copy of every word of their evidence.

Q. Has that report gone to Washington?—A. Yes, sir.

Q. Was the commandant called before that board?—A. I don't think he was.

Q. Did you have no opportunity to appear before the board?—A. Never, sir.

Q. Did you make a request to appear before them?—A. No, sir; I expected every day every hour, that they would send for me. They had every other man up; but they didn't send for me.

Q. Do you say that any lumber has been taken from your department since you have been in charge of it, which has not been properly accounted for?—A. No, sir; there is not a inch of lumber which has not been properly receipted for when delivered from my shed.

Q. Did the last board have before them the report of the preceding board?—A. Yes, sir.

Q. Did that board have your letter applying for the appointment of such a board?—A. I presume they did. I don't know as they did, either.

Q. Have charges been made against you by any person that the deficiency was attributable to negligence on your part?—A. No, sir; the whole thing was ferreted out and asked for by myself, to straighten my books.

Q. Will you give us an opportunity to read the report of the last board?—A. Yes, sir.

Q. Have you a copy of the report of the first board?—A. No, sir. In 1874, Mr. Hastings, civil engineer, made a survey, and there it is. [Exhibiting paper.] His book called for 1,152 feet of mahogany. His survey makes 5,152 feet. Now, in large items the books called for 224,133 feet of lumber; his survey is 224,133 feet. Nobody could take a pile of lumber and make it come out in that way; it is impossible. Here is another item of 276,000 feet called for by the books, and 276,000 feet shown by the survey. That was his report. Now, here is the report made by the board that I asked the commandant to appoint. There is a deficiency in each article, right straight along down.

Q. What deficiency did the last board, which condemned you, find?—A. They found the same as the previous board, which I asked for.

Q. You have a copy of their report?—A. Yes, sir.

Q. Will you furnish it?—A. Yes, sir.

Q. Then, as I understand you, you claim that none of that deficiency arose during your administration?—A. Not an inch of it. There is one item on the list that I have drawn on here where there is a shortage of 90,000 feet, and no transaction in that article has occurred

during my administration. According to the survey made by the board that I asked for, there was a shortage of 90,000 feet of white-pine boards, and there has been no transaction in that article since I have been here.

Q. Now, passing from that, I want to go to the subject of the dredge-boat. I understand that you have had some difficulty with reference to that boat. What control or charge did you have of that boat?—A. It was a machine belonging to the Department of Yards and Docks.

Q. And was in your custody?—A. Yes, sir.

Q. What was its condition before any transaction concerning it took place?—A. It was dismantled and sunken in the dock.

Q. With the machinery on board?—A. No, sir; the machinery was stored in different places around the yard.

Q. What application, if any, did you have for the use of that boat?—A. I had an application from Mr. Charles H. Lewis.

Q. What is his business?—A. General contractor.

Q. Where does he live?—A. I think he lives in Somerville now.

Q. Just state what that transaction was exactly as it occurred.—A. Mr. Lewis came over here with a man whom I supposed was his partner, and wanted to know if they could get the use of that dredge. He said that they had a contract for removing the shoals in front of the navy-yard here. I told him they could not have it unless they made application for it, and it would have to go through the regular channel. They made an application to me for the use of the dredge.

Q. Had you ever had any conversation with them before about the dredge?—A. Never, until they came to this yard.

Q. Had you known them before?—A. I had.

Q. How long had you known them?—A. I had known Mr. Lewis for twenty-five years.

Q. Intimately?—Yes, sir.

Q. Have you any personal or family relations with him?—A. No, sir; I was at college with him, and when we left college, we went to the western country together, and were together for six or seven years.

Q. Friends?—A. Yes, sir; they made a written application to me for the dredge. I forwarded it to the commandant, and he to the Department, and the Department wrote back, authorizing the loan of the dredge.

Q. What were the terms of that proposition or offer?—A. The terms of that proposition were, that he was to raise her, put her in thorough repair, and have the use of her for ninety days. I took him down and showed him the dredger, and told him the machinery was in good order and the rigging, and there would be no expense about that.

Q. The Department authorized that?—A. The Department authorized it, yes, sir.

Q. Was there any estimate made or stated as to the cost of putting her in repairs?—A. I don't think there was. There might possibly have been, but I don't think there was any amount stated.

Q. Was it stipulated that there should be any compensation to the Government for the use of the dredger?—A. Not a cent.

Q. The proposition was that he should put it in thorough repair, use it ninety days, and return it to the Government?—A. Yes, sir; he came here and raised it and repaired it. At that time, he came to me to see about mechanics to work on it. I told him that we had discharged the men; they were out of work and waiting to be re-employed in the yard, and if he went to the foreman who formerly employed them, probably this foreman could get him the men to make these repairs. He went to my foreman, and that foreman hired the men for him.

Q. At whose expense?—A. At his own expense. They went to work, hoisted the dredge, and repaired it. I gave orders to the machinist to deliver to them the machinery of the dredge, and to the man who had the rigging for him to deliver that to them. That was done. The dredge was made ready for work and they took her and went to work. I never knew of anything done upon the dredge. My attention was first called to it by my clerk, who said there was reported work done on the dredge. I sent at once for my foreman and asked what he was doing on that dredger. He said it was a small job that took his men about half an hour; that they broke something and he repaired it for them. I gave him orders that not a blow was to be struck on the dredger in any event.

Q. What was your foreman's name?—A. Philip Cassidy. I had noticed one or two men employed by the Government working on the dredge while they were repairing her, and I spoke to Mr. Cassidy about it. He said they were men that had exchanged with two of his men on the wharf for that day; that there was an equal number of their men working on the wharf, and he put them there because they understood it better.

Q. They had exchanged work?—A. Yes, sir.

Q. He had given them Government men and taken their men?—A. Yes, sir; just for the time.

Q. How long did that continue?—A. I never saw it but once.

Q. How many days did it take to repair the dredge and get her fit for service?—A. It took over a month.

Q. It was a month before she did any work?—A. Yes, sir. The only thing that I ever gave them was this: They broke a shovel-handle, and came over to the yard and said they could not find the timber anywhere else to make that handle of; they had broken "spuds" frequently before and had gotten them in East Boston of some firm there; but they could not find anything to make this shovel-handle of, and I made a requisition on the construction department and carried it to the commandant and he approved it. It was a stick 60 feet long.

Q. What sort of wood?—A. Hard pine.

Q. What size?—A. I think 12 by 14 inches. I won't be sure. That was given them.

Q. Charged to them?—A. Yes, sir; they were to replace it.

Q. Or pay for it?—A. Yes, sir.

Q. You say that was done with the approval in writing of the commandant?—A. Yes, sir; I don't remember of hearing anything more from them. O, I did give the house on deck a coat of mineral paint, to have the Government barge look decent when it went out of the yard. I think that cost in labor and material $20 or $25; but it was simply a wish of mine to paint it. Within two or three days of the time that the dredge was to be delivered back to the yard, a notice came from Washington stating that this dredge had been loaned to parties to fulfill a certain contract, and that they were now working for private parties with it, and underbidding the other dredgemen in the harbor. The commodore ordered that the dredge be returned to the yard. I went to the dock and took the dredge where it was at work and brought it to the yard.

Q. Under his orders?—A. Yes, sir; that was within a few days of the time when their time would expire. I didn't know what they were doing with it, but was told afterwards that they were waiting for the commissioners to determine lines for them to resume on this contract, and that while they were laying by the wharf the parties there wanted them to dredge out the dock where their vessels came out, and that that was what they were doing.

Q. Have you stated all that took place under your direction or authority?—A. Well, I put some angle-irons on the crane; that, I thought, would be a good thing; that was after she was at work in the stream.

Q. At whose request?—A. At no one's request. I never saw one of the parties who took the dredge until after it was returned to the yard.

Q. How much was the cost of that work?—A. I think about $40.

Q. What else was done by you or by your authority?—A. Nothing whatever.

Q. Then you say that all that was furnished by the Government was a stick of timber, upon requisition to the commandant, the mineral paint upon the house, and the angle-irons put on by yourself, at a cost of about $40?—A. Yes, sir.

Q. Was that everything you did to the boat, or that was done to her by your order?—A. That was all.

Q. Haven't you been charged with furnishing lumber for the repair of that vessel?—A. No, sir.

Q. Has it not been claimed that you allowed some considerable amount of lumber to go out of your hands and into the hands of those people to repair the vessel?—A. No, sir.

Q. Do you say that none was given them?—A. None that I know of, sir.

Q. Haven't you been so informed?—A. I have been informed that lumber was given them and work was performed on that dredge that I didn't know anything about.

Q. From whom did you derive that knowledge or information?—A. From the parties who had the dredge.

Q. What did they say about it?—A. Well, they said that they came here to the yard one time to see me about getting some work done upon the dredge, and that they met a foreman of mine who told them that they need not go to me to get any work done, because I had given orders not to have it done, but that he would do it for them, and the work was done for them unbeknown to me and concealed from me.

Q. What work?—A. That I don't know.

Q. Where are these men who did this?—A. They are in the yard, sir.

Q. What are their names?—A. This was my foreman.

Q. What was his name?—A. Cassidy. He was paid money by these parties.

Q. How much money?—A. I don't know the amount.

Q. Has not he stated it to you?—A. Well, he stated—I don't know the amount. It was somewhere about $40 to one, and the same to another. I won't say the exact amount.

By Mr. JONES:

Q. Another one of your men?—A. Yes, sir; his name is Charles R. Whitney, foreman of machinists.

By Mr. HARRIS:

Q. Do you know now, from information derived from either of your men, or from Mr. Lewis, whether any lumber was furnished them?—A. No, sir.

Q. Do you say that, so far as you are informed, no lumber has been furnished them?—A. Yes, sir; as far as I am informed, no lumber has been furnished them; none to my knowledge.

Q. That may be; but whether or not you are informed that lumber was furnished them without your knowledge?—A. That information never has been brought to me.

Q. Has any been charged on your books as delivered to them?—A. I don't recollect of any, sir.

Q. Could any lumber be taken out of your sheds without some written authority?—A. No, sir.

Q. Are you informed now that no lumber has been used except that one stick of hard pine?—A. That is all I know of, sir.

Q. Are you not aware that the accusation is that $2,000 worth of lumber has gone out to be used on that dredge?—A. Why, no, sir. This is the first intimation that I have had of it. Why, everything that was done, including putting the machinery on board and putting it together, the cost of rigging and painting, and putting on everything, was only $1,200 or $1,300. That is the whole amount of that tabulated statement, and that included all these repairs.

Q. Who made this tabulated statement?—A. The board.

Q. Which board?—A. The board which investigated it.

Q. Did they find that $1,200 worth of work and material had been furnished by the Government?—A. Yes, sir.

Q. By what authority?—A. By my authority.

Q. Did you authorize that work to be done?—A. No, sir; only just what I have stated. They have charged the rigging here; she was dismantled when she was taken. This rigging was furnished to them and brought back to the yard, and put back into our store-house again. The machinery was brought back. They might just as well have charged that. They did not agree to furnish the machinery for the boat; they were told that the machinery would be furnished.

Q. Was the rigging charged in the account?—A. Yes, sir; that is in the $1,300.

Q. Do you mean to say that the board has charged the rigging that was taken and put on board the vessel?—A. Yes, sir; they have charged the value of it.

Q. Was it the rigging that belonged to her?—A. Yes, sir.

Q. Do you mean to say there were no additions to the rigging?—A. The only addition I know of was a coil of rope.

Q. By whose authority was that given?—A. It was given by my authority.

Q. On what ground did you give them a coil of new rope?—A. It was required for their rigging. The old was not fit.

Q. But, as I understand you, they were to take that vessel and repair her and put her in good working condition?—A. Yes, sir.

Q. Why did you furnish her with any new rigging, then; was that in accordance with your agreement?—A. Well, I didn't think at the time that it was outside of the agreement. If I had found a piston-rod broken on the engine, I should have considered it no breach of the contract on my part, nor defrauding the Government, if I made that good, as I told them it was in good condition.

Q. But everything in the shape of a contract between them is set forth in their written offer transmitted to the Department at Washington. That was the contract, wasn't it?—A. Yes, sir.

Q. Now, what right had you to interfere with the contract? Supposing the engine had been broken to pieces, were they not still bound to repair it, if they saw fit to take the boat?—A. Yes, sir; after it was given to them.

Q. After it was given to them you undertook to supply them with new rigging?—A. I supplied them with nothing new in the world but one piece of rope.

Q. Do you know that an order was given to repair the machinery or put it in order after she was delivered over to them?—A. No, sir; it was not done by any order of mine.

Q. Was it done while they were repairing it? That is, while they were here working thirty days to get that vessel in order, was any work done in any of the departments of the yard upon that vessel at Government expense?—A. Not that I know of.

Q. Was there any work done in the machine-shop to put that engine in order?—A. Yes, sir.

Q. By what authority?—A. By my authority.

Q. Then you gave directions to have the machinery put in order?—A. Put together and put on board.

Q. You did that?—A. Yes, sir.

Q. And that was at Government expense?—A. At Government expense.

Q. Did they not understand perfectly well, at the time they took the contract, that the vessel was sunk and that they could take it, and put the machinery together and put the vessel in order at their own expense, and have the use of it for ninety days?—A. No, sir; I told them, "I want you to stick to the contract."

Q. They made a contract directly with the Government and not with you. Where did you get your authority to lift your finger to put that machinery in condition?—A. I didn't think at the time about it. The machinery was in different parts of the yard, the boiler in one place, the engine in another. My foreman informed me it was all in good working order, and that all that had to be done was to put it together and put it on board. I told him to do it and deliver it to them.

Q. The commandant was not informed of your purpose to do that, was he?—A. No, sir.

Q. You got no permission from Washington to do that?—A. No, sir.

Q. Isn't it simply this, Mr. Granger, that having a friend who wanted this boat, you went forward and did things for his benefit at the expense of the Government in violation of the spirit of that contract?—A. No, sir; it was not.

Q. Why did you do it when the contract itself was right exactly in the face and eyes of it?—A. I told the parties that this machinery was here and to be put on board, and that was all I told them would be done. I didn't think at the time that that was repairing the dredge. I did not at the time think or wish to give them the advantage of one single cent. It was farthest from my thoughts.

Q. When you allowed the people in the shop to repair that engine at Government expense?—A. I never allowed them to repair the engine at Government expense.

Q. Was anything done to it?—A. No, sir; my foreman informed me that the engine and boiler were all in good order and simply needed to be put together, and that is what I informed those parties. I never knew of their making a new thing for that boat.

Q. Did they repair an old thing?—A. No, sir; I never knew of their putting one dollar of repair on the engine or boiler.

Q. They put it together?—A. They put it together.

Q. Did they set it up on board the boat?—A. They simply put it on board the boat.

Q. Did they unite the parts?—A. They might have done that.

Q. Connected the pipes and all that?—A. They had their machinist who took charge of it.

Q. Did the workmen from this navy-yard simply put the parts of the engine on board that vessel and roll the boiler on board and hand the things over to the engineer of the contractors, or did they go down there and set up the parts and connect them?—A. They put it together and put it on board.

Q. And put it in place on board?—A. Yes, sir.

Q. Didn't they repair that whole vessel here?—A. Yes, sir.

Q. Who repaired it?—A. They did.

Q. Didn't some men from the yard?—A. No, sir; not to my knowledge.

Q. Wasn't the lumber furnished for it.—A. Not that I know of.

Q. Now, Mr. Granger, if you have any statement that you want to make in your own way, I would like to have you make it.—A. Well, I want to make this statement. What I did to the dredge, I did supposing that I was doing everything proper and right; that I was defrauding nobody, and it never entered into my head that I was doing so. It did enter my head that I was doing a good thing for the Government. Here was a dredge that had lain here for two or three years on the mud, stove up, good for nothing, simply because the Government would not appropriate money to raise her and repair her; and I conceived that if the parties outside, for the use of her for three months, would raise her and put her in repair, it was a good thing for the Government. They paid their workmen here between six and seven hundred dollars, I believe, through Mr. Cassidy. Besides that, they told me that they paid hundreds of dollars after they took her to private parties in East Boston and Boston; and the dredge lies to-day at the wharf ready to do dredging at any time. When they took her she was leaky, at the bottom of the river, and in whatever I did I did not consider I was injuring the Government or any person.

Q. Can you inform the committee how much was done at Government expense on that dredge, putting it together?—A. The committee who investigated it, and who, as I told you, charged for the rigging and everything else, estimated between $1,200 and $1,300.

Q. Can you tell me what that consisted of?—A. It consisted in the cost of rigging.

Q. They didn't charge for any of the old rigging, did they?—A. Yes, sir; they have got a tabulated statement of everything. They have charged for the paint I put on it, and for the iron-work I put on it.

Q. Do you think you had any authority from any source to paint it?—A. I had no authority other than as I would paint a pile-driving machine or a derrick here, which I thought might be preserved by painting.

Q. If you had waited until the dredge came back, and painted it then, wouldn't it have done just as well?—A. Yes, sir; it would have done just as well.

Q. Do you think you were authorized to furnish them with that pine stick for a steam-shovel handle?—A. No, sir. I would not furnish it. I went to the commandant for it. That I considered a repair to the dredge.

Q. Do you think that they have paid for it?—A. No, sir; they have agreed to deliver it in just such lumber as we want. The stick was measured and the cost of it taken.

Q. Have they paid any person for the use of the dredge?—A. No, sir. They were not to pay any person.

Q Have they paid any consideration for the privileges of using it?—A. No, sir, only what they paid in repairs.

Q. Haven't they paid your men something?—A. Yes, sir; they say they have paid them money.

Q. Have you ever received any benefit from it?—A. No, sir; only injury.

Q. Any promise of any benefit?—A. No, sir.

Q. Did you at the time expect to receive any remuneration?—A. I never expected any. I only expected that they would put her in repair and we should have a working machine at the yard.

Q. Is Mr. Lewis where we can reach him?—A. Yes, sir.

Q. What is his partner's name?—A. I don't think he has a partner.

Q. Didn't he have at the time?—A. Yes, sir. I don't know whether he has a partner or not. I don't know anything about his business arrangements. All I know is that I was told by Mr. Lewis that he had a gentleman by the name of Ledby with him.

By Mr. MILLS:

Q. What was the average value of this lumber which is reported as deficient?—A. I suppose it would be on an average $30 a thousand.

Q. Did you buy any of this plank or lumber as low as $30 a thousand?—A. Yes, sir; some as low as $23. I don't know what it was bought for before the war.

Q. What do you give a thousand for white-pine plank?—A. One item here is "white-pine plank, $30."

By Mr. JONES:

Q. Will you state the names of the parties who informed you that lumber had been hauled out of the yard which had not been accounted for?—A. I think Mr. Philip Cassidy, my foreman.

Q. Will you name the tools and machines you selected from Mr. Wilkinson?—A. I can give you a complete list of every article. I will furnish such a list. (See A annexed.)

Q. Did I understand you to say that some other parties had that requisition to fill at the time you went to Wilkinson & Co. and bought those tools?—A. I think that was the case.

Q. Who were the parties who had the requisition?—A. That I cannot say. I don't know.

Q. Why didn't you get the tools and machines where the requisition was sent to be filled; you generally take lumber and other material where the requisition is sent, don't you?—A. Because I had found such tools as I wanted at this place, and got their prices for them.

Q. How do you know that they didn't have the tools at the place where they had the requisition; or was it a shoemaker or tailor who had the requisition?—A. I don't know who had the requisition, but I informed the paymaster that I had found those tools at that place, and he gave an order on Wilkinson & Co. for those things.

Q. Had he given the requisition previously to some one else to fill?—A. I am under the impression that he had.

Q. By whom was the requisition for the tools sent to Washington; by you?—A. Yes, sir.

Q. Have you ever had an assistant civil-engineer under you?—A. Yes, sir; for a month or so.

Q. You haven't one now, have you?—A, No, sir.

Q. How many clerks or writers have you?—A. I have only two clerks, two writers, and one draughtsman.

Q. Haven't you ever had more than that since you have been here?—A. No, sir.

Q. You have a draughtsman?—A. Yes, sir.

Q. How many buildings have you built or rebuilt since you have been civil engineer in this yard?—A. There have been no new buildings erected since I have been in the yard.

Q. There has been nothing but repairs?—A. Nothing but repairs.

Q. Have you and your corps performed any duty since you have been here that the heads of the departments could not have performed without detriment to the Government; could not your duties be performed by some other officers here without detriment to the public service?—A. No, sir.

Q. Why not? You say you have not built any new buildings. Why does it require a civil-engineer, a draughtsman, and two or three writers and clerks to paint a house or repair one, or lay a side-walk? You have masons under your charge, haven't you?—A. Yes, sir; but the masons have to have grades furnished, and they have to conform to the grades, and have to have their lines and levels given.

Q. Is there not somebody here who could do that?—A. That is my business.

Q. Could it not be done by the heads of the departments without detriment to the Government?—A. No, sir; it could not be done.

Q. How many men have you in your department at the present time?—A. I think about one hundred and fifty, all told. That includes twenty-seven watchmen.

Q. The laborers come under your charge, don't they?—A. Yes, sir.

Q. Who furnishes you with the white-lead and oil that you use?—A. All that I have used has been furnished by different parties.

Q. Well, who are the parties?—A. The white-lead has been sent from the Boston Lead Company.

Q. From whom does your oil come?—A. I don't remember now. I have purchased but very little since I have been here.

Q. I haven't asked you what you have purchased. You have made requisitions?—A. I have received but very little. I think not more than a barrel since I have been here.

Q. You could not have done much painting, then?—A. No, sir.

Q. How much white-lead have you received?—A. I could not tell you without refer to my books.

Q. Did you not go to the commandant and say that Lewis & Co. would put that dr ing-machine in good order at their own expense, and urge the commodore a second tin let them have her and put her in good order without any expense to the Governm didn't you go to him a second time and ask him if he hadn't better ask for a requisitic let them take this dredging-machine and put her in perfect order without any expense t Government?—A. Never. I don't know what you mean by "a second time." I wr communication and sent it to him.

Q. You didn't make the request the second time?—A. No, sir. In regard to the dred machine, whatever I did upon her was what I considered in good faith, and if there is point of difference I would like to explain it to the committee. The dredger is back at wharf, with all this amount of money charged against her; she has been returned.

By Mr. HARRIS:

Q. Would she not be just as well off with that hole in her bottom, in the dock, and machinery in the store-house, as far as any benefit to the Government is concerned?—A sir; she is ready to go to work to-morrow.

Q. Does anybody want any work done by her?—A. We want dredging done here.

Q. Have you any authority to do any dredging?—A. We do that under general rep

Q. Do you use her here?—A. Yes, sir; we had occasion to use her last year, and is now two or three thousand dollars' worth of dredging that can be done this summer.

Q. The only charge made against you is that you knowingly permitted the expenditu money and material upon that dredger without taking any account of it, or making effort to prevent it?—A. I have done just what I told you. I told my men to put the chinery together and put it on board. That is all I did, Mr. Harris.

A.

O. P. 118.

A. J. WILKINSON & CO., *August* 3, 1875.

General maintenance, 1874 *and* 1875, *tools, &c.*

4 dozen Gorman's mill, 2d cut, 10-inch files, $5	2
1 Smith's power mortise and boring machine	22
1 turning-lathe, iron bed	12
1 patent plow, Fillister & Matcher	1
1 extension sash-tool	
1 dozen jig-saws	
1 sett turning-chisels and gouges	1
1 sett hollows and rounds, double iron	1
1 plumb and level, adjustable	
1 Bailey's circular plane	
1 boring-machine, with augers	
1 dozen iron rakes	
2 Stilson's pipe-wrenches, 10 and 18 inch	
6 monkey-wrenches, 12 inch, 75 cents	
1 Stubb's screw-plate, ¼ to ⅝ inch	
1 Stubb's hand-vise, 5 inch	
2 patent tuyere-irons, Porter's, $6	1
10 dozen Gorman's files, assorted	3
2 pair cutting-plyers, 1.20	
1 pair wing dividers, 24 inch	
1 pair wing callipers, 18 inch	
1 Chesterman's steel tape, (100 feet)	2
	53

Authorized by bureau, June 3, 1875.

BOSTON, *March* 21, 18

BROWNELL GRANGER recalled.

By Mr. HARRIS:

Question. You stated the other day that when you made a requisition for lumber, were in the habit of putting upon it the cost or value.—Answer. Yes, sir.

Q. That is transmitted to Washington, approved, returned, and then given to the pur ing-paymaster?—A. Sent to the purchasing-paymaster.

Q. And your estimate goes with it?—A. There is nothing but that one paper.

Q. Your estimate is on that paper?—A. Yes, sir.

Q. Now, will you tell the committee how you form that estimate. How do you ascertain the fact that the lumber can be purchased at that price?—A. I ascertain it by the price-current of lumber, and I have sent out my foreman to get the prices from the dealers. I have made it a general rule in my department, in all purchases where the material was to be used for certain purposes, to send the foreman to ascertain the best prices he could get it for.

Q. Has not that foreman always gone to one person?—A. No; I do not know that they have.

Q. Do you not attend to it yourself?—A. I have attended to it myself.

Q. Do you not send your clerk?—A. No, sir; I send the foreman of the department in which the supplies are to be used.

Q. So that if the foreman of the department happens to go to Mr. Trickey, it is Mr. Trickey's estimate, and nobody's else, is it not?—A. If he does so, that is so.

Q. Do you know he does not?—A. I don't know that they ever did.

Q. Have you any reason to suppose that the foreman ever went to Mr. Trickey for lumber since you have been in the yard?—A. I do not believe he ever went to Mr. Trickey.

Q. Mr. Trickey has some agents, has he not?—A. Not to my knowledge.

Q. How happens it that Mr. Trickey is always willing to furnish, and always has furnished, lumber at the estimate which you sent out?—A. If he has always done so, that I know nothing of whatever.

Q. Why should you not know, as the officer in charge of this department?—A. Because it is not my business.

Q. Is it not your business to purchase lumber at the lowest cash price?—A. No, sir; that is the purchasing-paymaster's business.

Q. Then why do you make an estimate?—A. I make an estimate, and I generally make the estimate large enough to cover contingencies, to cover any rise.

Q. You know the paymaster never has purchased any lumber of any person but Mr. Trickey, do you not?—A. I believe he has not, since I have been here.

Q. You knew that he would not, did you not?—A. No, sir.

Q. You had reasonable ground to believe that he would not?—A. No, sir.

Q. Was it not understood by you that Mr. Trickey was to furnish the lumber on your estimate?—A. No, sir; not at all.

Q. Can you explain to this committee how it is that Mr. Trickey is always willing to furnish it at your estimate, and that your estimates go to Mr. Trickey and nobody else?—A. No, sir, I cannot.

Q. Do you not look upon it as an indication of the grossest fraud that such is the fact?—A. I could not possibly know.

Q. Do you not know that the whole thing is a fraud upon the Government?—A. No, sir; I do not.

Q. With this vast amount of lumber in the city of Boston, within a mile and a half of you, with a hundred dealers, respectable men, can you explain to this committee how it is that Mr. John Trickey has supplied every foot of lumber you have ever ordered?—A. No, sir, I cannot.

Q. Do you not think, upon the face of it, it is an indication of fraud and rascality?—A. I have nothing in the world to do with it at all.

Q. Why should you be in the office, unless you have something to do with it?—A. I do my duty as laid down to me.

Q. Is it not your duty to protect the Government against such things?—A. It is the duty of every officer to protect the Government against fraud.

Q. Why do you not do it; you have been buying lumber at more than 40 per cent. above the market-price; you are aware of that, are you not?—A. No, sir, I am not.

Q. If such be the fact, the only person responsible for it is yourself; is that not so?—A. I cannot say how that is, sir.

Q. Can you not see that you can protect the Government against prices such as you have been paying in a market of this magnitude?—A. I do not know to-day that we have paid any price 40 per cent. above the market-price.

Q. Is it not understood between you and the paymaster that your estimate is to be the price paid Mr. Trickey for lumber?—A. No, sir; no more than it is understood between yourself and myself.

By Mr. MILLS:

Q. Why do you make the estimate?—A. Because we are required to.

By Mr. HARRIS:

Q. Why do you not make the estimate on the market-price?—A. Because I have usually had it happen that when an estimate came back that had the market-price on it, we could not purchase for that price.

By Mr. MILLS:

Q. Did you ever know Mr. Trickey to refuse to furnish lumber upon your estimate?—A. No, sir.

Q. Did you ever know the paymaster to pay $1 above your estimate to Mr. Trickey?—A. No, sir, I never did.

Q. Then you are satisfied that you always estimate at a price that will satisfy Mr. Trickey? —A. No, sir, I am not.

Q. Why should he furnish the lumber if he was not satisfied with the price?—A. I will give you one case in point; where I sent Mr. Cassidy, my foreman, to ascertain the market-price of a quantity of lumber. It went to Washington and was approved, and came back, and no parties would furnish that lumber for that price.

Q. How is it that Mr. Trickey, when you send your estimates to him, goes into the market and buys from these very lumber-dealers in Boston, and then sells the lumber to the Government? Has he not got to make a profit over what they would sell the lumber to the Government for? He goes into the market and buys the lumber, never touches his hand to it, and it is delivered at the yard by the parties of whom he purchases. Why can you not do that?—A. I have nothing to do with it.

Q. You have something to do with it because you make the estimates of the prices at which he is to furnish the lumber. Do you not confer with Mr. Trickey before you make those prices?—A. No, sir.

Q. Have you never done so?—A. I have never done so.

Q. Is there not an understanding between you and Mr. Trickey, that you shall make these estimates above the market-price?—A. No, sir.

Q. You do make them above the market-price, do you not?—A. In making my estimates for lumber, where we have had the same kind of lumber before, I put that down as the market-price to go by. My foreman comes to my office and asks for a requisition for lumber. I ask the price of it, and he gives it to me. and says, "It is about the same it was before;" and I put it down. That goes to Washington and comes back with the order that the price shall not be exceeded.

By Mr. HARRIS:

Q. That is to say, if Mr. Trickey got 50 per cent. more than the market-price for his lumber on the last purchase, you let him have the same price for it the next time, and follow that rule?—A. I don't do it at all.

Q. What do you make an estimate for?—A. It is required that I shall make an estimate which has to be sent to Washington, approved, and then go to the paymaster.

Q. If this responsibility is upon you to make an estimate, why do you not go into the market and find the lowest cash-price, industriously, laboriously, every time?—A. If I take the price-current——

Q. Answer my question—why do you not do it?—A. Because I have taken the price-current in many instances.

Q. Do you mean to say that there is a price-current which controls and governs you in making those estimates in a single instance?—A. Yes, sir.

Q. Won't you bring me a paper that contains the price-current of lumber that you have calculated from?—A. I can bring them.

Q. You are here as an officer of the Government and subject to make requisitions and you are under obligations to make estimates; will you explain to this committee why it is that your estimate is not made at the lowest cash market-price always—at the lowest cash market-price known to you?—A. Well, I will tell you why. If it has ever exceeded that it has been from instructions from the paymaster, when I sent in a requisition, to be sure that my price would purchase the article.

Q. Have you got any written instructions from that paymaster?—A. No, sir; but I think the paymaster will tell you the same thing.

Q. Will you swear that he ever gave you instructions to put the estimates high enough to be sure to purchase the article?—A. Yes, sir; he gave me those instructions.

Q. What paymaster has given you those instructions?—A. Paymaster Abbott, of Boston.

Q. Then, according to his request, you have put your estimates high enough so as to be sure to purchase the article. Now, did you ever know the paymaster to buy one foot of lumber for less than your estimate?—A. I don't know that I have.

Q. Do you not know that he has not? Do you not know that he simply hands your estimates over to Mr. Trickey without a word of comment, and asks him to fill the order?—A. I do not know how he does it. I know Mr. Trickey always furnishes everything.

Q. Do you not know this fact, that you push up your estimates for your own reasons, or out of respect to the wishes of the paymaster, and that those estimates are handed over to Mr. Trickey without a word of comment?—A. No, sir; I don't know that to be the fact.

Q. Do you not believe it to be so?—A. I do not know how that is.

Q. Have you any doubt about it?—A. I only know——

Q. Answer my question: have you any doubt about it?—A. Well, I don't know.

Q. Just come right square down and tell me if you have any doubt that Mr. Abbott has always handed your estimates over to Mr. Trickey without asking for any reduction?—A. I do not know that he ever asks anybody else, or how he gives it to him. That is done in his office, not in mine.

Q. Do you not know that he could not hold his office at this navy-yard without Mr. Trickey's consent?—A. No, sir.

Q. Have you any doubt that Mr. Trickey could remove him?—A. I don't know about that.

Q. Have you any doubt that Mr. Abbott thinks so?—A. I do not know anything about it.

Q. On whom did you rely for your appointment?—A. I relied for my appointment upon Senator Dawes, principally, and Mr. Pierce, and Speaker Blaine.

Q. Mr. Trickey had no influence in your appointment?—A. No, sir; I never knew the man, nor saw him, nor had anything to do with him whatever.

Q. Are you not satisfied that you have estimated for all the lumber for your department at a price above the market-price?—A. No, sir; I am not satisfied of it.

Q. What article do you think you have estimated at a fair market-value?—A. I endeavor to all.

Q. Now, Mr. Granger, do you look upon it as your duty in every estimate which you make out to seek the lowest market-price for the article?—A. Yes, sir; the best goods for the money. If you will let me add, I have been complimented by my foremen for the purchases that have been made; that they were the best that ever came into the yard; that their tools were the best. I have sent them to select their own tools.

Q. Have you been complimented by anybody who was a judge upon the fact that you have bought your material at the lowest prices?—A. Yes, sir; for they made the prices.

Q. Who?—A. These foremen.

Q. Who are they?—A. Mr. Cassidy and Mr. Whitney.

Q. Do you say that you allow the responsibility which rests upon you to be taken by other people?—A. Yes, sir; if I consider that I am serving the Government when I do so.

Q. Are you not bound to judge for yourself without Mr. Cassidy in regard to lumber?—Have you bought any other article in such large quantities as lumber? Is not lumber vastly the greatest item of all your purchases?—A. I do not know as it would be, necessarily. No, sir; I do not think it has been since I have been here.

Q. What article have you purchased in as large quantities as lumber?—A. I do not know as there has been anything as large as that. My purchases have all been small since I have been here. I have here a statement of everything that has been purchased, amounting to $69,476.92; and you will see that I have paid $20,867.94 for water and gas, which of course were not purchases. This comprises all that I have bought, lumber, tools, and everything, since I have been here.

Statement of materials received in the Department of Yards and Docks from September 24, 1874, to March 1, 1876.

Months.	Material received by contracts.	Material required previous to Sept. 24, 1874.	Water and gas.	Material required since September 24, 1874.	Total received.
1874.					
September	.....	$372 63	.....	.....	$372 63
October	$3,280 59	5,659 43	$2,689 95	$656 63	12,286 60
November	.....	2,407 45	.....	955 82	3,363 27
December	4,486 71	645 35	.....	3,124 81	8,256 87
1875.					
January	.....	27 50	2,854 95	460 73	3,343 18
February	1,433 55	.....	.....	328 50	1,762 05
March	.....	.....	3,835 72	402 95	4,238 67
April	.....	.....	.....	399 53	399 53
May	.....	.....	.....	319 34	319 34
June	.....	.....	2,991 54	310 04	3,301 58
July	.....	.....	848 70	4,747 31	5,596 01
August	5,507 12	.....	.....	2,106 56	7,613 68
September	.....	.....	4,447 66	2,845 42	7,293 08
October	214 02	.....	.....	1,741 76	1,955 78
November	.....	.....	.....	4,755 81	4,755 81
December	.....	.....	3,199 42	970 86	4,170 28
1876.					
January	286 06	.....	.....	162 50	448 56
February	.....	.....	.....	.....	.....
Total	15,208 05	9,112 36	20,867 94	24,288 57	69,476 92

Q. I understood you to say that Mr. Hastings before going out of office had a survey made?—A. Yes, sir.

Q. Who did it?—A. He did it himself.

Q. Did he die in office or out of office?—A. He died after he resigned.

Q. Do you understand that any board made an estimate of the lumber on hand?—A. No, sir. I present a statement showing the discrepancies between the surveys and the quantities of lumber as called for by the books.

B.—*Statement showing discrepancies between report of survey October* 1, 1875, *and survey of January* 1, 1874; *also between books of yard January* 1, 1875, *and survey of October*, 1875.

Lumber.	On hand January 1, 1874, as per yard books.	On hand January 1, 1874, per report of survey.	Quantity received from January 1, 1874, to October 1, 1875.	Total as per survey account.	Quantity issued and expended from January 1, 1874, to October 1, 1875.	Quantity remaining October 1, 1875, as per survey account of 1874.	On hand as per survey October 1, 1875.	Excess as per surveys January 1, 1874, and October 1, 1875.	Deficiency as per surveys January 1, 1874, and October 1, 1875.	Lumber actually on hand October 1, 1875.
Mahogany	5,152	5,152	.....	5,152	1,983	3,169	3,033	.....	136	3,033
Black-walnut	33,515	33,515	2,000	35,515	4,474	31,041	14,120	.....	16,921	14,120
Spruce timber	12,660	12,660	.....	12,660	.....	12,660	5,799	.....	6,861	5,799
Piles	267	259	.....	259	.....	259	.....	.....	259	267
White-pine boards	155,357	155,357	.....	155,357	27,217	128,140	37,612	.....	90,528	37,612
Whit-pine plank	276,042	276,042	24,688	300,730	203,378	97,352	77,256	.....	20,096	77,256
White-pine timber	320,669	320,669	254,390	575,059	252,366	322,693	59,947	.....	262,746	59,947
Joists of all kinds	224,133	224,133	1,000	225,133	109,370	115,763	7,101	.....	108,662	7,101
Ash	27,871	27,871	.....	27,871	13,083	14,788	22,017	7,229	.....	22,017
Cedar	600	600	.....	600	.....	600	339	.....	261	339
Maple	12,538	13,538	.....	13,538	1,825	11,713	9,642	.....	2,071	9,642
Oak boards	4,800	4,800	5,000	9,800	1,102	8,698	6,963	.....	1,735	6,963
Oak plank	9,250	9,250	6,000	15,250	4,771	10,479	9,927	.....	552	9,927
Assorted lumber	15,666	29,505	.....	29,505	3,117	26,388	1,960	.....	24,428	1,960
Spruce plank	.....	.....	56,621	.....	45,216	.....	2,023	2,023	.....	2,023
Spruce boards	.....	.....	2,000	.....	.....	.....	14,945	14,945	.....	14,945
Oak timber	787	.....	.....	.....	787	.....	1,843	1,843	.....	1,843
Yellow-pine boards	.....	.....	.....	.....	.....	.....	2,000	2,000	.....	2,000
Yellow-pine plank	.....	.....	.....	.....	.....	.....	15,668	15,668	.....	15,668
Cedar shingles	.....	.....	.....	.....	.....	.....	5,000	5,000	.....	5,000
Black-walnut, (veneers)	500	.....	.....	.....	.....	.....	.....	.....	.....	500
Mahogany, (veneers)	500	.....	.....	.....	.....	.....	.....	.....	.....	500

Q. You say that when Mr. Hastings went out of office he made up this account?—A. No, sir; before he went out of office. That is, what he left on his books when I took charge.

Q. I noticed that in most of the items he finds, by his survey, precisely the same amount that appears on his books, even to a single foot; but I find that he claims to have on hand 13,538 feet of maple, while, according to his books, he should have had on hand 12,538 feet; that is, he had more on hand than the books charged him with?—A. Yes, sir.

Q. I notice that he had on hand, according to his survey, 29,505 feet of assorted lumber, while his books show that he should have had on hand 15,666 feet. Now, when was the survey made upon which you were charged?—A. It was reported in October of the next year.

Q. So that in one item here of white-pine lumber there was a discrepancy of 262,746 feet?—A. Yes, sir.

Q. And there is a deficiency of 90,528 feet of white-pine boards?—A. Yes, sir.

Q. You say those deficiencies were not ascertained until October, 1875?—A. No, sir.

Q. And you had been in your position here how long?—A. From the October previous. But they were found by me in the winter of the same year that I took charge.

Q. Now, I want to go back to the dredger. You told me that there were two gentlemen whom you knew, or who, you had been informed, had received money from the contractor?—A. Yes, sir.

Q. I think you called Mr. Philip Cassidy one, and Mr. Whitney the other?—A. Yes, sir.

Q. Do you know how much money they were said to have received?—A. No, sir.

Q. Did either of them tell you?—A. No, sir.

Q. Has either of them denied that he received any money?—A. No, sir, not that I know of. I never mentioned it to them.

Q. What do you say you understood Mr. Cassidy received from the contractor?—A. I do not know the amount. I am under the impression that it was $40 or $50.

Q. What did you understand they received it for?—A. For doing work unbeknown to me.

Q. Work which you did not order?—A. Yes, sir.

Q. You ordered the machinist to do what he did to the dredger?—A. No, sir; I did not order the machinist to do what he did.

Q. Did you order him to do anything?—A. I ordered him to put the machinery together, and put it on board that dredger, and he reported to me, and his report is on file in my office in writing, that the machinery was in good order, and almost new.

Q. I don't care about that. You did tell him to put it in order, and put it on board the boat, did you not?—A. Yes, sir, I did.

Q. You told him to put it in perfect order, put it on board the boat, and put it in place on the boat?—A. Yes, sir.

Q. You also ordered Mr. Cassidy to haul the boat up, repair her bottom, put in staterooms, and put a room in the bow?—A. I never ordered Mr. Cassidy to turn his hand over on that dredger, sir. The only transaction I had with Mr. Cassidy about the boat was to say to him, "These parties want to employ mechanics. Now go and get those men who have been discharged, and give them a chance."

Q. You knew that he expended in labor something like $250, did you not?—A. No, sir, I did not.

Q. Why should you not know it?—A. It was kept from my knowledge.

Q. Was not the boat repaired here?—A. Yes, sir.

Q. Was it not here forty or fifty days, undergoing repairs?—A. Yes, sir.

Q. Did you not command the force that Mr. Cassidy had charge of?—A. No, sir, I did not have charge of them. Those were outside parties. I saw two men there one day who were on the rolls, and asked Mr. Cassidy about it, and he said, "I have simply exchanged works with some of Mr. Lews's men who are on the wharf." Those parties were paid by the contractors.

Q. I understand that a certain number of men were employed by Mr. Lewis, and paid by Mr. Lewis; that Mr. Lewis gave you the money, and you handed it over to Mr. Cassidy?—A. I never touched a dollar. I would not. I refused it. I said to Mr. Cassidy, "You pay these men that you have hired," and Mr. Lewis gave the money to Mr. Cassidy, and he paid them.

Q. Mr. Cassidy was an employé of the yard?—A. Yes, sir.

Q. Was he employed on the boat?—A. He had supervision to see that they did it right.

Q. Did you order him to overlook it; did you tell him to look out for it?—A. I think I did. I think I told him to see that they made a good job.

Q. Did you not know that Mr. Cassidy took that boat out of the water with the help of the machinist—drew her up with the aid of the steam-engine—and then repaired her bottom before the machinist put the engine into her?—A. I knew she was hauled out; yes, sir.

Q. Did you not know it took labor to do that?—A. Yes, sir.

Q. Did you not know the Government furnished all that labor?—A. No, sir; I did not know that they furnished $1.

Q. Why should you not know it? I don't understand why you should not know it, if such

a thing was going on.—A. I do not know the workmen in the yard. He went out and hired the men for an outside party, and they came in here. I never asked whether they had twenty or thirty men. I only knew that the men who were employed there were doing the work, and I supposed they were paid for it. I only told Mr. Cassidy that these men would be responsible for the pay of the men.

Q. You made the arrangement with the commodore that those men should have the use of the boat for repairing her, and when the time was up they should turn her over to the Government?—A. Yes, sir.

Q. You ordered the machinist to go on and put the machinery in her?—A. Yes, sir; and I am willing to stand by it. I did that, but I did not understand that to be repairs.

Q. You knew that cost something like $500?—A. No, sir; on the contrary, there is the engineer's estimate, with everything put down, even to putting the machinery on board, for $275.

Q. You knew that Mr. Lewis's agreement was to pay for the repairs of that boat?—A. Yes, sir.

Q. Have you ever called upon him to pay this bill which the Government has against him for repairing it?—A. No, sir. I did not know that the Government had any bill against him for repairing it.

Q. You know the Government has spent $1,300 on it, do you not?—A. No, sir; all the rigging, blocks, and tackle came back with the dredge and went into the store-house.

Q. Their contract was that they were to repair that dredge, and bring her back in good working condition. If it needed rigging to put that boat in perfect repair, you perfectly well understood that that rigging was to come back with the vessel, did you not?—A. Yes, sir.

Q. You went to work and put it on that vessel, and you claim that that should not be charged?—A. Why should it be charged?

Q. Because the contract was that they should put in perfect repair. It was simply giving it to them. What business had you to give them anything? When the contract was to take it as they found it, and put in perfect repair, and give it to the Government after they got through, what right had you or anybody else to put a dollar's worth of work or material upon that vessel?—A. I had no right to put a dollar's worth upon that vessel, but I considered that I had a right to give them the rigging of the dredger.

Q. Why did you not consult the commodore?—A. I did not think at the time that it was necessary to consult anybody.

Q. Did not the men who applied to you understand that that boat was out of order?—A. Yes, sir.

Q. They could have inspected her before they touched her?—A. Yes, sir.

Q. They knew her machinery was up in the loft?—A. Yes, sir; in good order.

Q. Who said "in good order?"—A. I did.

Q. Then you made representations which were not communicated to the commodore?—A. The commodore knew that.

Q. Did he know what you said to them?—A. I don't know that the commodore knew what I said to them.

Q. That is, you made certain representations to them that you wanted to make good?—A. Yes, sir.

Q. And you did it at the expense of the Government?—A. Yes, sir; I did it at the expense of the Government.

Q. Before they took possession of that boat, and before they made the arrangement with you, was there not an estimate made that it would cost $2,000 to put her in order?—A. No, sir; on the contrary, there was an estimate that the expense of putting that dredge in good order by the Government would not exceed $1,111.

Q. Did the commodore know of that estimate?—A. Yes, sir; I want to disabuse your minds in regard to that $2,000. There was an estimate made during Mr. Hastings's administration of what it would cost to paint her, put a new roof on her, and do everything that was required to put her in perfect order, amounting to about $1,100. That estimate was sent to Washington when they were talking of repairing the dredge to do Government work.

Q. Was there not an estimate just before these men had it, that it would cost $2,000 to put her in repair?—A. No, sir; I think in my letter to the Department I said that it had "been stated that it would cost at least a thousand dollars to put her in repair." I think that is the way my letter reads.

Q. It turned out that $1,300, or thereabouts, were expended upon her by the Government, and some $600 by the contractors; is that not so?—A. That is so, so far as this statement of it goes, but I claim that that statement is incorrect.

Q. In what particular do you say it it is incorrect?—A. I pretend to say it is incorrect. I say that not to exceed $250 would place that machinery on board that boat.

Q. You know that your machinist spent almost $500 on it, do you not?—A. I know that whatever he spent over and above that amount, he spent unbeknown to me, and for repairs on that dredge which I never ordered.

Q. Did you order repairs on her to the amount of $250, by him?—A. I ordered no repairs.

I ordered the machinery put together, (it was in different places in his shop,) and put on that dredge.

Q. In good condition?—A. No, sir; I did not say that. I tell you it was reported to me that it was in good order.

Q. You might have been deceived in that. It is not what you were told, but whether you told the machinist to put that work together, and put it on board the vessel in good condition?—A. I did not tell him so.

Q. What were your instructions?—A. My instructions were to put that machinery together, and put it on board that vessel, and deliver it to them.

Q. You knew that when they put it on board they put it in good working order, did you not?—A. No, sir; I knew of my of my own knowledge, and it will be proved to you, that it was not. I will take the onus of putting on board that machinery without a dollar, or a cent's worth of labor upon it. I will take the blame of painting her, which I should have had to do when she came back, which I considered my duty as a Government officer to do. Above that, I disclaim ever giving an order to expend one cent upon that dredge. I have got witnesses to prove that I told them not to touch it, and that when the Government asked me to make a report of what had been done on that dredge, I made it in writing, and sent for Messrs. Cassidy and Whitney, the two foremen who had worked on her, and read it to them, and said: "Do you know of anything more that has been done on this dredge?" And they both said, "No; that is right."

Q. Where is that report?—A. The Department have it.

By Mr. JONES:

Q. Have you not got a copy of that report in your office?—A. Yes, sir; my clerk was there, and I sent for them, and said, "I have been asked from Washington to state what I have done to this dredge, and read the report I had written in regard to it to them." They said it was right. I said, "Very well, I will send it." When the board met here to investigate the matter, I relied upon that statement. I met Mr. Cassidy after he had testified, and I said. "Well, have you got through with your testimony?" He says, "Yes." I said, "You had no work to do on that dredge." He said, "I done something on it;" just that way. I made him no reply, for I knew there was no earthly reason why he should turn his finger over, for those parties had told him to hire the men to do that work, and given him the money to pay them, and he had no reason in the world to turn his hand over, or do a dollar's worth of work on it. I went before the committee, and they said I would have a chance to explain and put in rebutting evidence at a future time. I supposed an opportunity would be offered me to be heard, and I have waited from that time until this for a chance to put in my testimony. I can prove all these things I have stated; that I absolutely refused to have them touch the dredge, and that when I sent my report I called them up and read it to them, and they said it was right; but afterward they testified that they had done certain things on the boat.

Q. By whom can you prove these facts?—A. By my chief clerk, Mr. Haskell.

Q. What is the name of your foreman-machinist?—A. Whitney.

Q. Did he not report to you every day who were at work on that dredge under him in his department?—A. No, sir, he did not.

Q. Did you not know that he did work on that dredge on fifty different days that was paid for by the Government, and did you not get reports in your office to that effect during the time they were at work on that boat?—A. No, sir, I did not. The reports that come to my office are reports where the men are working to-day. The reports that go to the time-clerk's office are reports where the men worked yesterday. The time-clerk's reports are made up semi-monthly. They do not come to my office. They are left in the mustering-clerk's office, giving the time of the men. The reports that came to my office bore no such record at all. The fact that men employed by the Government were at work on that dredge was first brought to my attention by my clerk, who said, "The report comes in that men are working on that dredge," and I sent for my foreman and told them not to touch it.

Q. Does not the foreman of every gang report to you what his men are doing, and what particular job they are engaged upon? Do they not say, "So many at work on the wharf," &c.?—A. Yes, sir.

Q. Do you say before this committee that this man, Whitney, did not report to you so many men employed by the Government, and paid by the Government, working upon this dredge? Do you swear to that?—A. Yes, sir, I swear to that. I wish to be distinctly understood about it. The reports that came to my notice did not have any men charged to the dredger, and when my clerk said, "Here are some men reported as working on the dredger," I sent for Mr. Cassidy and Mr. Whitney, and said, "Here is a report which says you are at work on this dredger; what are you doing?" And Mr. Cassidy said, "They broke something that my men can mend in half an hour, and I told them to do it."

By Mr. MILLS:

Q. Can a man get any material out of the stores without your authority?—A. No, sir.

Q. Then how could they obtain the material to repair this vessel?—A. Mr. Cassidy might

have obtained it for other purposes. When I come to my timber-account I will explain satisfactorily, I think.

Q. I wish to know whether in order to obtain the material under you keeping a party m not have a pass with your signature?—A. Yes, sir.

Q. Your doors do not stand open so that a man can go in and get lumber?—A. No, si

Q. Do you know of any way by which they could have obtained this lumber to repai this vessel by fraudulent means?—A. By getting lumber for something else that they had in their workshops.

Q. And having it charged to some other account?—A. Yes, sir.

Q. Do you say that you never gave them authority to obtain lumber from some other place to work on the boat?—A. Yes, sir; I do most emphatically say so.

Q. Is it the custom in your department, and in all these departments, for the foremen to state in their reports what the men are at work upon?—A. Yes, sir; a report comes from Mr. Cassidy, for instance, that he has fifty men, forty men at work on the wharf, and ten men somewhere else. Those are the stations at which those men are at work that morning when set at work.

Q. Then if those men, Cassidy and Whitney, did not place on the reports they made the names of the men who were at work on a particular day, you would have no means of knowing that they were at work on that boat?—A. That is just what I mean.

By Mr. HARRIS:

Q. Do they give you the names of the men, or only say so many men working at this place?—A. They do not give the names. When this report came to me, and the conversation occurred as I have stated, I sent for the men and told them, "It doesn't make any difference if it is not a ten-minutes' job; don't you touch that dredge."

Q. You seem to imply pretty strongly here that those two men have been doing something without your authority and without your knowledge?—A. I do, most emphatically; that is just what I mean.

Q. They say they did nothing without your authority?—A. Yes, sir; I know that is where they fall back. I stand almost isolated on this yard. When this lumber matter first came up the commodore appointed the man who was chairman of the board on the dredger the chairman of that board, and on something that I ferreted out, because I was bound to have my books straight, they made a report and sent it to Washington that I should be dismissed the service. They never called me before them. There was nothing to show that I was responsible in any way for the deficiency, but by inference that report said that I was the man.

Q. Are you in the habit of giving orders for lumber in writing?—A. I am now.

Q. Were you before this?—A. The foreman-joiner comes and wants certain things for repairs, and I order the store-clerk to deliver them to him.

Q. In writing or verbally?—A. That has been done verbally. The foreman-joiner will go down to the store, and they will deliver, say, 1,000 or 1,500 feet of plank, and a memorandum is sent to the office, and at the end of a month those are consolidated and compared with the joiner's minutes which he has kept. He signs that receipt, and there is a voucher for the Government, because a man cannot send to the shed and tell just what he wants.

By Mr. JONES:

Q. I understand that you have been in the habit of giving orders to the foreman for material or lumber or for anything in your department of yards and docks?—A. Yes, sir; I cannot get along without doing so. There is no way to defraud the Government. As I say, I don't know how much to deliver. For instance, a steam-pipe bursts, and we have to supply the pipe. We do not know whether one length or two lengths will be wanted, and I tell the store-keeper, "Deliver to the man what he wants, and take his receipt for it."

Q. When the heads of your department go there and get anything, does not the clerk at your store take a receipt for whatever the foreman takes?—A. Yes, sir; that is the way I have been running it.

Q. You direct your store-clerk to take a receipt from Mr. Cassidy or any other foreman o whatever he may deliver him?—A. Yes, sir.

Q. Why have you kept Mr. Whitney and Mr. Cassidy in your employment, when you do not believe them to be truthful and faithful to the Government?—A. Because I am waiting for a settlement of this case. I have never been in such a position that I could remov or displace them. I never knew of this until after this board met. Everything was apparently fair and square with them and with me. I kept it to myself, only reporting it to th Secretary of the Navy, and I told him if I could have a hearing, I could show that th statements which I made were correct. Those men, every one of them, opposed my appoin ment tooth and nail, but I have never displaced one of them. I come here an entire strange and they were politically opposed to me. They worked for one man and I for another.

Q. For whom were they working?—A. I believe that when a person is a servant of a other or a government, he should work for that government. That is, if he comes in he and claims a position to work under an administration, he should not work against the a ministration that placed him here when a political crisis occurs in the country, unless f treason or something of that kind.

Q. You claim that these fellows did not support Mr. Rice?—A. No, sir, I do not. I say that they went against the nominee of this district, but I never spoke one word to them one way or the other, and you will find that when this excitement was going on about the election my department was decreased instead of increased.

BOSTON, *March* 24, 1876.

Commander ALFRED T. MAHAN sworn and examined.

By Mr. MILLS:

Question. Do you know anything about any live-oak timber that is said to have been received at the yard within the last few months, where it came from, and whether it had been inspected and rejected or not?—A. I don't know anything of my own knowledge. I only know common report about the yard.

Q. Do you know anything about abuses in the construction department, such as receiving timber not fit for use, or improper measurements, or anything of that kind?—A. Not of my own knowledge.

Q. Do you know of any deficiency in lumber in any of the departments?—A. Yes, sir.

Q. In whose department?—A. In the civil engineer's department.

Q. To what extent?—A. It is between half a million and a million feet of lumber.

Q. How did that occur?—A. It is not certainly known. It occurred before the present incumbent came in.

Q. Who was the prior incumbent?—A. A man by the name of Hastings. He is now dead.

Q. Do you know where he came from?—A. He came here from the New York yard.

Q. Was he an officer in the Army?—A. No, not that I know of. He was a civil appointee of Government.

Q. He was an officer?—A. He was a civil officer and a salaried officer.

Q. How long had he been appointed?—A. I don't know the date of his appointment.

Q. What sort of timber is in the charge of the civil engineer?—A. Timber for the construction of houses, drains, and things of that kind, all qualities; not, of course, the heavy timber that is used for ship-construction.

Q. What is the value of that timber which is missing?—A. I don't remember. The way I know what I do, I was on a board of investigation, and we tried to find out how it was lost from the yard.

Q. Did you make and render a report?—A. Yes, sir.

Q. Can you furnish a copy of that report?—A. A copy of the report can be got from the Bureau of Yards and Docks at Washington, to whom it was made, and possibly the commandant may have a copy of it.

Q. Did you investigate that before Mr. Hastings left?—A. No, sir; we investigated it about six weeks ago.

Q. Did he die in the service, or did he leave it before he died?—A. He died in the service. The conclusion was that probably the timber was never received; that is, it was a deficiency, caused by false receipting, which is due, of course, to inadequate inspection. The civil engineer inspects and receipts for his own lumber; consequently, of course, if he is dishonest, he can receipt for an amount not received, and there is no check upon him.

Q. The same thing might occur in the construction department, could it not?—A. I believe it could. I believe all the bureaus inspect their own stores, which is radically wrong, in my judgment.

Q. Do you know of any other deficiency in the material for ship-building here in any other department?—A. No, sir, I do not.

By Mr. HARRIS:

Q. Do you know who delivered the lumber during the time of Mr. Hastings?—A. No, sir; but the books of the engineer will show that.

By Mr. MILLS:

Q. Do you remember what that deficiency was in? Was it pine lumber?—A. All kinds. There were at least fifteen different kinds, in which there was more or less discrepancy between the amount on hand and the amount which the books called for. There was spruce, pine, walnut, and maple.

Q. Will not the books show when that lumber was delivered, and by whom?—A. The engineer's book will show.

Q. Who ought to know about it?—A. The report of the board censured Mr. Granger, the civil engineer of the yard, for not having inspected the matter until he had been in office a year, but we found nothing to show that he was responsible for the disappearance of that lumber.

Q. Do you know of any Government property being used on this yard for individual purposes?—A. I am not aware of anything.

Q. Do you know of any lumber taken from the yard, to be used to build houses outside of the yard?—A. I do not.

Q. Do you know of any person who has given any consideration for an official position to parties about the yard?—A. I do not.

Q. Do you know of any persons taking up collections in the yard for the purpose of making presents to any officers?—A. No, sir; that they would conceal from me; and, moreover, there has not been anything going on for the six months I have been here.

Q. Do you know whether any drafts have been drawn against the fund appropriated for the building of the eight sloops of war other than for that purpose?—A. I know as far as this: The paymaster of the yard, W. W. Woodhull, told me that he had received money (I think I make the statement correctly) which was to be charged against the appropriation for the eight sloops; and it did not come in his province to pay any charges for such sloops. He has nothing to do with them.

Q. What does he do?—A. He is simply the paymaster who pays the officers and employés of the yard.

Q. Not the purchasing-paymaster?—A. Not the purchasing-paymaster; he, *i. e.*, the purchasing-paymaster, is the man who makes payments for any work that is done.

Q. He simply had deposited with him a portion of the money charged to that account?—A. Yes, sir; that money was to be charged against the eight sloops.

Q. Did he state whether or not the money had been drawn out by checks from his possession?—A. The money is furnished to him and he sends in monthly reports, in which he states the money received and the appropriation against which it is charged.

Q. It is charged to the eight sloops-of-war fund?—A. A certain amount is on his books, and he pays the money out to employés and the officers.

By Mr. HARRIS:

Q. There is no work being done on the eight sloops of war?—A. There is not now, but if there was, it would not be Mr. Woodhull's business to pay any bills on the eight sloops of war.

By Mr. MILLS:

Q. Is he in the yard?—A. Yes, sir; he is the paymaster of the yard.

Q. Do you know anything about the contract for the boilers of the Wachusett?—A. Only that I have heard it said that the boilers for the Wachusett were contracted for, and I think the person said that the man who got the contract had not even got a shop.

Q. Who made the contract?—A. I forget the name, if I heard it; and I do not think I heard it. Those contracts are all made at Washington.

Q. Who would be likely to be the paymaster through whom the payments would be made on those boilers to the contractor?—A. I take it, Mr. Abbott. The bills would be sent in, properly vouched for as to the work done, which would be by the engineering department.

Q. Supposing they were to advance him any money before any work was done.—A. That would be by authority of the Chief of Bureau of Steam-Engineering. The man here could not authorize it.

Q. Suppose the contractor for the boilers of the Wachusett desires to get an advance, as some others have done, before the work is done; to whom would he apply?—A. He would apply to the Chief of Bureau of Steam-Engineering, and if he gave him the order, I am not sure whether it would have to pass through the hands of the commandant here, but I presume it would, and then it would have to be paid by Mr. Abbott, if it was done without the work being done But if the work had been done there would have to be a certificate from the yard that it had been done.

Q. Do you know anything about the boilers that were made for the Lackawanna?—A. There was a report that the boilers were contracted for here in the East, the Lackawanna being in San Francisco, and that they started them across the plains, and they are adrift somewhere out between New York and San Francisco now.

Q. Who would be likely to give us correct information on that subject?—A. You would have to go to Washington for that.

Q. The Lackawanna has gone to sea without those boilers?—A. She is now at sea.

Q. Other boilers were put in her?—A. Yes, sir. She is now, I think, in commission in China; I am not sure. My understanding was, that the contract was that they were to be delivered in San Francisco; but they were not delivered, and there is a hitch somewhere.

Q. Do you know anything about coal being contracted for here at the yard and rejected, and afterward received here by orders from the bureau?—A. I know that it is said such was the case. My knowledge is only hearsay.

Q. What coal was that and when was it delivered?—A. It was in the winter of 1870-'71, I think, and Admiral Steedman was the commandant. I sailed on a ship about that time, and they said we had some of that coal. When we got to sea we found our coal was very bad; and they were talking about it, and they said that it was the coal that had been surveyed and condemned, and retained over the survey. That is the way I came to hear about it.

Q. Do you know of any other abuses than those of which you have spoken in any of the

departments of the navy-yard?—A. I know, as the result of our investigation of the civil engineer's department, that it is kept in a very loose way, exceedingly loose, and, I presume, that it has come to your knowledge that there were very serious charges against Mr. Granger, with reference to the dredger.

Q. Do you think that that department is in any safer condition now than it was before?—A. No, sir.

Q. What do you think on the subject of a change of the officer in command of that department?—A. My own feeling is strongly against his reliability.

Q. What is the necessity of that office at all?—A. I don't think there is any necessity now.

Q. Can the duties devolving upon the civil engineer be performed by some others in the yard without any detriment to the public service?—A. I think so.

Q. Equally as well?—A. Quite as well, I think.

By Mr. HARRIS:

Q. Have you not officers here much better qualified to discharge the duties?—A. I think so myself; that is my opinion. But I should like to say that if, as was the case during the war, there were large buildings going up, it is probable the naval officer's knowledge would not extend to such buildings. The knowledge of an expert would be required; but I don't think you find that in the civil engineer.

Q. Could they not go out and employ engineers?—A. Certainly they could, and they would get a better and more competent man. The naval officers ordinarily could do all the work of the civil engineer. As things now are in the yard, there is no necessity for a civil engineer.

By Mr. JONES:

Q. Could not the heads of the departments, with their foremen under them, such as carpenters, masons, and machinists, perform those duties, if plans were drawn by outside engineers, and submitted to the departments?—A. I think so; I think there is no doubt about it.

By Mr. HARRIS:

Q. Why would not the foreman carpenter be competent to do all that work, if he had proper plans?—A. I think he is, or else he is not fit for his business.

Q. And so with the mason-work?—A. The same way; we have foremen of all these branches in the yard.

Q. What are the specific charges which you understand have been made against Mr. Granger, or which the testimony would sustain?—A. The charge in regard to the dredger is this: There was a proposition made by some outside parties to use the Government dredger; that as a *quid pro quo* they would put the dredger in thoroughly good order. That was to be the pay they would make for the use of this dredger. That was recommended by Mr. Granger, and received the sanction of the Bureau of Yards and Docks in Washington. They were to have it for a specified time, three months, I think. Under those circumstances they took the dredger. Mr. Granger allowed them to keep it much over the time specified, and, in addition, it was shown by the passes for material out of the yard, that he had passed out $2,000 worth of material to be put upon this dredger while in the hands of those parties, which was a direct breach of contract. Their purchase-money, so to speak, of the dredger, was to put it in order and supply the material that was used. I was not on that board, which consisted of Captain Chandler, Captain Brown, and Lieutenant-Commander Nichols.

Q. Was there any evidence that Mr. Granger received any consideration from these parties?—A. Not that I know of.

Q. And the other point that you heard against him was, that he suffered the amount of lumber in his department to go unverified for a whole year after he took possession?—A. Yes, sir: and my recollection is, that it was shown that he knew of this deficiency as much as nine months before he took any steps to ascertain whether it existed.

Q. Do you know whether in any way he was connected with the former civil engineer or interested with him?—A. I do not.

Q. You know nothing more of your own knowledge than you have stated?—A. I can tell you one or two things that came out in the course of the investigation. For instance: we found what we call a "store-order" that called for 2,000 feet of lumber which was changed to 12,000 by putting a 1 before the 2. Then another item, in the same store-order, was changed in the same manner so as to call for 20,000 more feet of lumber than actually had been used. Then these store-orders required the authentication of the foreman carpenter, who uses this material. He refused to sign them, and went to Mr. Granger about it, and Mr. Granger said he supposed that Mr. Haskell, the chief clerk, wanted to square up his books. That was all the comment upon it. Those orders were produced before us so that we could see exactly where the alterations had been made; and then subsequently, when Mr. Cassidy, the foreman carpenter, refused to sign the orders, those two units were scratched out. Then, on the return sent to Washington, we found four or five evident forgeries of a foreman's name, and called him up, and he said they were not his signatures.

Q. Committed during Mr. Granger's time?—A. Yes, sir; Mr. Granger's name was signed to the papers. It is only right to say that that might have been mere carelessness on Mr. Granger's part. Of course, he has to take the responsibility; but it may have been mere heedlessness. I think he ought to have known the signatures of the men which came to him.

Q. He ought to have recognized the signatures of his subordinates?—A. Yes, sir. Properly, all these store-orders require his own signature and that of his subordinates. This man's signature was very easily recognized from the fact that he had injury to his arm which made his hand exceedingly tremulous, and his signature was peculiar for that reason. These four or five signatures that I speak of were written as a perfectly well man would write.

Q. Did you pursue that down and find out who committed those forgeries?—A. No, sir; we did not.

Q. You became satisfied that the administration of affairs in that Department was very loose?—A. Very loose.

Q. Did you recommend his removal?—A. No, sir; it was not our province to do that.

Q. By whom were the passes signed?—A. By Mr. Granger.

BOSTON, *March* 25, 1876.

Commander GEORGE DEWEY sworn and examined.

By Mr. MILLS:

Question. What is your profession, sir?—Answer. I am commander in the Navy. At present, light-house inspector of the second district.

Q. On duty where?—A. On duty in Boston, at the second light-house.

Q. Do you know anything about any hemp that was condemned at Charlestown, and afterward purchased by the Government?—A. Well, I have heard. In the fall of 1870 I was here on duty in this navy-yard, and heard (we hear a great many things) that a cargo of hemp, consisting, I should think, of about three hundred tons, had been sent here, furnished by Mr. Cattell, of New Jersey; that it had been rejected by the inspector of hemp at this place; and that an order was received afterward from the Secretary of the Navy to receive it.

Q. And it was received?—A. Now, that part of it I don't know.

Q. Here it says, by my informant, "that a quantity of hemp and cordage which was perfectly rotten, and condemned by the naval inspector at Charlestown, and yet paid for by orders from Washington?"—A. Now, you see I don't know that of my own knowledge. I only wish I did know it. I was on duty here at the yard.

Q. Where can I make the inquiry? Would it come from the Bureau of Equipment?—A. Captain Spicer, who is on duty here at the yard, is the equipment officer. He is in charge of the rendezvous. He was the man in charge of the equipment bureau.

Q. Do you know of any abuses in the Navy that you could report to the committee?—A. The last ship that I commanded, (the Narragansett,) the paymaster of the ship got his accounts into such a condition that the Fourth Auditor of the Treasury sent a clerk out to investigate the accounts, and he was on board the ship under my command, and was on my ship living with me some two weeks, investigating his account. He told me that he found the paymaster short about between $2,000 and $3,000 in cash. It was Assistant Paymaster McGowan. He is on duty on board the Pawnee now.

Q. Has any inquiry been ordered into that?—A. No, sir.

Q. And the Navy Department knew it?—A. They must have known it.

Q. Who was the officer that investigated it?—A. He was a clerk of the Fourth Auditor's Office, and his name is Brown. He had no right to be $2,000 short in his cash.

Q. Now do you know of any property that has been clandestinely taken from this yard by any person?—A. I have heard a report lately about the civil engineer. (You know we talk these things over among ourselves, and we hear this and that, but it is another thing to be stating what I know under oath.)

Q. Are there any other abuses that you can think of, the correction of which you can suggest to the committee?—A. I think there are so many. Have you ever read the plan of Captain Luce for a joint commission? I think everything is wrong about the Navy. I would earnestly recommend something of that kind, such as is found in Captain Luce's suggestion.

Q. Do you think that, providing the heads of Departments should go according to the laws of Congress, there would be as many abuses in the Navy as there are at the present time?—A. No, sir; if the heads of Departments will be sustained in their interpretation of the law.

Q. You mean if the heads of Departments at Washington would obey the laws of Congress, there would not be as many abuses?—A. Of course there would not. But I am not prepared to say that there are laws enough to cover every case. For instance, lumping the naval appropriation. That is all wrong. I believe that the money that you appropriate for the pay of the Navy is not used for the pay of the Navy.

By Mr. JONES:

Q. Don't you think it would be an improvement to the Navy if a law should be passed in Congress taking the commission away from any officer connected with the Navy, if he did not discharge his duty honestly, and in obedience to law, and that he should be finally dismissed?—A. I do think so. I think so most certainly. But I don't believe the trouble is there with the officers.

BOSTON, MASS., *March* 25, 1876.

JEREMIAH S. REMICK sworn and examined.

By Mr. MILLS:

Question. Have you ever worked on the yard here?—Answer. O, yes, sir.

Q. How long?—A. Well, perhaps on and off for twenty-five years; sometimes here three months and sometimes six.

Q. In what capacity?—A. I began as quarterman shipwright.

Q. Were ever you quarterman under Mr. Sprague, that had charge of the bending-machine?—A. No, sir. Mr. Griffiths had charge when I was quarterman on it; when I was there.

Q. Have you any books or papers that will show what material was bent by that machine?—A. Yes, sir.

Q. And in what condition it was bent?—A. Yes, sir.

Q. Please show them.—A. My private memorandum would give it to you; the time-book and journal simply gives the work that was done and what it was on, but not the condition. There are orders that I have received from the Construction Department about the work and other things about the yard, delivering tools, &c., and various matters. Those that you see there upon that book show what the men were at work upon at such a date. These are all different dates. "1874, January 1, Thomas W. Goods paid sawing dead-wood for Mr. McKay, &c."

Q. Was this in the saw-mill?—A. No, sir; in the bending-mill. This book relates altogether to the bending-mill. That one entry illustrates the whole thing. That takes one man. This next entry takes another man, George C. Glover, and states what he was doing for the whole month. That man was sawing. Then Benjamin W. Coffin was repairing the frame-work for the plank-shear for the Vandalia. That was, fixing the machinery for bending the plank-shear for that ship. That includes the whole for that month, which you see there.

Q. Is that besides yourself?—A. I do not charge myself in this book. The foremen I charge to general purposes, whatever they do, and calculate that they are looking after everything pertaining to the department. Now this gives the time of the men, foremen included; this other, tools. This is the same man here, only it is the time-book.

Q. Now get your book and show what was done on the bending-machine; the bending that was done.—A. That is in my private memorandum-book, which I now produce. This is from December, 1874, to December, 1875. At the time I commenced I had been suspended a long time. I was re-instated at that time, 1874, and continued till 1875. This is a private memorandum of the whole thing, every day. [Reads:] "December 1. By order of Constructor Easby, discharged John R. McDonald and suspended myself."

Q. Explain to me where you set down the bending of the timber, and the like of that; the number of pieces that you bend per day.—A. [Reads:] "Tuesday, August 17, took out two pieces that we put in yesterday in the steam-box. Made two braces, both of them good bends, with no splinters on the back." "August 18. Took out two pieces that we put in the box yesterday morning, with 200° to 260° of steam; both well bent, with slight checks on the back." "August 19. Bent and took from the box and frame two sticks, both good, &c."

Q. Do you know anything about that paper which I now show you? [Showing report on bending-machine.]—A. I took charge of the mill in January, 1874—or, I had no office to keep my books in until January. [Reads:] "July 24, 1873. Lost, or probably stolen from my coat-pocket, memorandum-book containing daily work done in bending-mill, with number of men employed, their names, the quality and condition of the work done, with all the necessary marks to enable me to know nearly the cost of each article from March to July 24. Also some private papers and memoranda that cannot be of any benefit to the thief or finder." "July 25. Bent two pieces of white oak, 15 by 20, for ship's knees for the Vandalia. Both broke and spoiled."

Q. Have you anything bent July 23?—A. All I can give you is from July 26, forward. [Reads:] "July 26, sawed and bent one stick of yellow pine."

Q. I want you to summarize the whole of this. I want you to give in a summarized form how many you bent, and how many were spoiled and how many not?—A. Probably when I wrote that report I had done that. [Continues to read from the memorandum-book diary of each day's work.] It runs right through in that same way until I took charge of the mill.

Q. Why should it do better since you took charge?—A. Because I am a practical mechanic and know how to do it. I commenced there last December, sawing frame. The prices are there; you can see what they are.

By Mr. HARRIS:

Q. You have shown us enough for us to understand what you were about, and that you ought to give us the net results of that machine, in your opinion.—A. I would like to have you go down to the mill and look at the timber. You can there see what is broken and what is not.

Q. Did you make that report, which I now show you?—A. Yes, sir; it looks like my handwriting.

Q. Can't you take the report that you have here and make a summary of it, and tell us how many pieces were bent, of different kinds, and how many were broken, and how many were imperfect? We want you to do that, and to put it on a piece of paper. Is this, on this paper, a fair report of it?—A. Yes, sir.

Q. Are you willing to give that to the committee as your report, under oath?—A. Yes, sir. At the time it was made, that work was done under another man. That man, in my judgment, did not know how to do it. Now, I went down, on a trial, in November, 1873. Mr. Fernald, that is now constructor, Mr. Sampson, the master carpenter here, and Mr. Marston, the master iron-fitter, were a commission to examine them. A complaint had gone to Washington that I was not competent. I bent twelve pieces for knees. Those pieces are fit to go into a ship now. Mr. Griffiths made the complaint against me. He did not want me to have the place, I presume.

Q. I notice by the contract that Mr. Griffiths was bound to bend the frames for three ships before the machine was accepted. You knew about that, did you?—A. No, sir; I did not.

Q. Were three frames ever bent by that machine?—A. I cannot tell.

Q. When were you first employed?—A. I was first employed in March, 1873. Mr. Griffiths was in charge of it at the time.

Q. Did you do any work with that machine after that time?—A. I did nothing until I took charge of it.

Q. You did, after March?—A. No, sir. I had nothing to do but stay there. He gave me no orders whatever.

Q. Have you done any work with that machine since March, 1873?—A. Yes, sir. From November, 1873, when I got my appointment in charge of the mill.

Q. Did you remain in charge of the mill from March, 1873, to November, 1873?—A. was not in charge from March to November at all. I was only quarterman. Mr. Griffiths a carpenter in the United States Navy, had charge.

Q. Was any work done on the mill from March to November?—A. Yes, sir.

Q. Did you do anything there?—A. No, sir.

Q. When did you begin to have charge?—A. November, 1873.

Q. Is that record which you have given us the record of what you did?—A. Not at that time. I don't know where that record is.

Q. From January, 1874—that paper which you have had?—A. That is a record of what was done by Mr. Griffiths previous to the 20th day of October, 1873.

Q. What did you know about it?—A. I was there and saw it.

Q. You made a record?—A. Yes, sir.

Q. You were not employed there?—A. I was employed there as quarterman.

Q. Did you have anything to do with that bending?—A. Not at all.

Q. Then you took a record of what other people were doing?—A. Precisely.

Q. Now, I want to know if you have a record of what you did after you took possession?—A. Yes, sir.

Q. Where is it?—A. It is in that book.

Q. Now, make an abstract of that, and tell us every stick that you bent, and whether it was good or bad, and hand in the abstract in a day or two.—A. That I will do.

Q. Now, what proportion of the timber bent on that machine was spoiled after you took possession?—A. Well, not over 2 per cent.

Q. What before you took possession?—A. Well, I should say 50 per cent.

Q. How much went on board of the Vandalia of timber which you bent?—A. Well, I bent for the Vandalia her chocks, her forecastle, and her poop-deck, plank-shears for the poop-deck, and a portion of her water-ways.

Q. Did you make good work of that?—A. Yes, sir.

Q. As good as natural shapes?—A. Yes, sir; as good as for any ship in the United States.

Q. Do you believe in that bending-machine?—A. I do, most thoroughly.

Q. What relation had you to the machine when Mr. Griffiths had it? Did Mr. Griffiths employ you?—A. No, sir.

Q. Did you have anything to do with Mr. Griffiths?—A. William L. Hanscom sent me there. He was constructor here at the time.

Q. You claim that after you took possession you made good work?—A. I do.

Q. Now, was there any saving to the Government by that bending?—A. Undoubtedly.

Q. Have you kept an accurate account of all the bending that you did?—A. Yes, sir; it is all in that book.

Q. And you will give us an abstract?—A. Yes, sir.

Q. Now, was there any timber ruined by bending?—A. I say about 2 per cent. I cannot tell now—but not over that.

Q. Do you think that there is any saving to the Government over what it would be to fit the timber by hand?—A. My opinion is that it would save the Government 50 per cent. in the stock.

Q. How about labor?—A. I think it would save something in the labor, but not so much as in the stock.

Q. You think Mr. Griffiths mismanaged it, do you?—A. I don't think he knew how to manage it. Still, he is a fine fellow and has a good deal of theory, and understands draughting; but when it comes to the practical part he knows nothing about it.

Q. You say that so far as you have any opinion about it the bending-machine is a very valuable thing?—A. Yes, sir.

Q. That it would save in stock and labor?—A. I think I can save the Government 50 per cent. on stock and something on labor; but not so much.

Q. Do you think the Government could afford to spend $160,000 for that machine for any advantage that they would get?—A. I think so; and I think as they have got the machine it will pay to run it.

Q. Have you had any ill-treatment on the yard?—A. I think I have. I made in the first place an application for that mill and was promised it, as first-class foreman. Instead of receiving that I received an appointment as quarterman at $1 less a day. Isaiah Hanscom appointed me. I got the appointment by Mr. Gooch and Henry Wilson. I applied to them. Mr. Gooch wrote to Washington and Mr. Wilson went to Washington about it.

Q. Did they go especially on that account?—A. Mr. Wilson did.

Q. To get you that place?—A. I don't know but he had other business at the same time.

Q. Did anybody else share in your pay?—A. No, sir.

Q. Did you pay anybody for the knees?—A. No, sir.

Q. Were you at that time a republican?—A. Yes, sir; and have been ever since.

Q. Were you before?—A. I was turned out of the navy-yard for being one—because I would not go in for slavery.

Q. Were you turned out of your place on the bending-machine?—A. No, sir; but I am suspended without pay and have been repeatedly.

Q. How lately has any work been done on that machine?—A. I think it was the 1st of December last.

Q. How many sticks a day can you bend with that machine?—A. Two; sometimes four, and sometimes none. But I average two sticks a day.

Q. Can't you bend knees?—A. Yes, sir.

Q. How many in a day?—A. I cannot tell, because I have had no chance to try. They have not given me the opportunity and the stock. All the knees I bent I bent on trial.

Q. Had you any knowledge of this machine before you were put there?—A. No, sir.

Q. You think you understand it better than the rest of them?—A. I think I understand how to do the work better than any that have been there. I think the work shows that.

The following letter was subsequently received from the witness and ordered to be made part of the testimony:

CHARLESTOWN, *March* 27, 1876.

Hon. ROGER Q. MILLS,
Chairman of Special Naval Committee, Charlestown Navy-Yard:

SIR: Your committee required of me an abstract of the timber bent by the bending-machine since it has been in my charge, which I give as follows:

I took charge October 20, 1873, and from that time until January 1, 1874, I am unable to find a record, but will state from memory as correctly as possible.

Bent 12 pieces of white oak, 9 x 9 x 10 feet, for knees.

Bent 9 pieces of white oak, 4 x 12 x from 35 to 60 feet, (edgewise,) for plank-shear for torpedo-boat.

Bent 9 pieces of white oak, 5 x 14 x from 35 to 60 feet, (edgewise,) for plank-shear for Vandalia.

Bent 2 pieces of yellow pine 12½ x 13 x 50 feet, for water-ways for Vandalia.

Bent 4 pieces of yellow pine, 4 x 12 x from 20 to 40 feet, (edgewise,) for water-ways for torpedo-boat.

1874.

January 8.—2 pieces of white oak, 5 x 14 x 40 feet, (edgewise,) for plank-shear for Vandalia.
9.—2 pieces of white oak, 4 x 7 x 60 feet, (edgewise,) for rails for torpedo-boat.
10.—2 pieces of white oak, 4 x 7 x 60 feet, (edgewise,) for rails for torpedo-boat.

January 13 —2 pieces of white oak, 5 x 14 x from 40 to 60 feet, (edgewise,) for p
for Vandalia.
14.—2 pieces of white oak, 9 x 10 x from 35 to 60 feet for chocks for Va
16.—2 pieces of white oak, 9 x 10 x from 35 to 60 feet for chocks for Va
19.—2 pieces of white oak, 9 x 10 x from 35 to 60 feet for chocks for Va

No bending was done from January 19, 1874, until August 17, 1875, at whic commenced bending frames for Terror and class, and ceased bending December 6

August 17.—Bent 2 sticks; good frame.
18.—Bent 2 sticks; good frame.
19.—Bent 2 sticks; good frame.
20.—Bent 2 sticks; good frame.
21.—Bent 2 sticks; good frame.
23.—Bent 2 sticks; good frame.
24.—Bent 2 sticks; good frame.
25.—Bent 2 sticks; good frame.
26.—Bent 2 sticks. The poorest bend we have had, but not bad enou demn it.
27.—Bent 2 sticks; good frame.
28.—Bent 2 sticks; good frame.
30.—Bent 2 sticks; good frame.
31.—Bent 2 sticks: good frame.

September 1.—Bent 2 sticks; good frame.
2.—Bent 2 sticks; good frame.
3.—Bent 2 sticks; good frame.
4.—Bent 2 sticks; good frame.
6.—Bent 2 sticks; good frame.
7.—Bent 2 sticks; good frame.
8.—Bent 2 sticks; good frame.
9.—Bent 2 sticks; good frame.
10.—Bent 2 sticks; good frame.
11.—Bent 2 sticks; good frame.
13.—Bent 2 sticks; good frame.
14.—Bent 2 sticks; good frame.
15.—Bent 2 sticks; good frame.
16.—Bent 2 sticks; good frame.
17.—Bent 2 sticks; good frame.
18.—Bent 2 sticks; good frame.
20.—Bent 2 sticks; good frame.
21.—Bent 2 sticks; good frame.
22.—Bent 2 sticks; good frame.
23.—Bent 2 sticks; good frame.
24.—Bent 2 sticks; good frame.
25.—Bent 2 sticks; good frame. Bad break in both.
27.—Bent 2 sticks; good bend.
28.—Bent 2 sticks; good bend.
29.—Bent 2 sticks; good bend.
30.—Bent 2 sticks; good bend.

October 1.—Bent 2 sticks; good bend.
2.—Bent 2 sticks; good bend.
4.—Bent 2 sticks; good bend.
5.—Bent 2 sticks; good bend.
6.—Bent 2 sticks; good bend.
7.—Bent 2 sticks; good bend.
8.—Bent 2 sticks; good bend.
9.—Bent 2 sticks; good bend.
11.—Bent 2 sticks; good bend.
12.—Bent 2 sticks; good bend.
13.—Bent 2 sticks; good bend.
14.—Bent 2 sticks; good bend.
15.—Bent 2 sticks; good bend.
16.—Bent 2 sticks; good frame.
17.—Bent 2 sticks; good frame.
19.—Bent 2 sticks; good frame.
20.—Bent 2 sticks; good frame.
21.—Bent 2 sticks; good frame.
22.—Bent 2 sticks; good frame.
23.—Bent 2 sticks; good frame.
25.—Bent 2 sticks; good frame.
26.—Bent 2 sticks; good frame.
27.—Bent 4 sticks; good frame.
28.—Bent 2 sticks; good frame.

October 29.—Bent 4 sticks; good frame.
30.—Bent 2 sticks; good frame.
November 1.—Bent 2 sticks; good frame.
3.—Bent 2 sticks; good frame.
4.—Bent 4 sticks; good frame.
5.—Bent 2 sticks; good frame.
6.—Bent 2 sticks; good frame.
8.—Bent 8 sticks; good frame.
9.—Bent 2 sticks; good frame.
10.—Bent 2 sticks; good frame.
12.—Bent 2 sticks; good frame.
13.—Bent 2 sticks; good frame.
15.—Bent 2 sticks; good frame.
16.—Bent 2 sticks; good frame.
17—Bent 2 sticks; good frame.
18.—Bent 2 sticks; good frame.
19.—Bent 2 sticks; good frame.
20.—Bent 2 sticks; good frame.
23.—Bent 2 sticks; good frame.
24.—Bent 2 sticks; good frame.
26.—Bent 2 sticks; good frame.
27.—Bent 2 sticks; good frame.
29.—Bent 2 sticks; good frame.
30.—Bent 2 sticks; good frame.
December 2.—Bent 2 sticks; good frame.
3.—Bent 2 sticks; good frame.
4.—Bent 2 sticks; good frame.
6.—Bent 2 sticks; good frame.

190 sticks, or 95 frames, for Terror and class.
Bent November 30, 2 pieces for knees; both broke.
There has been bent 190 pieces for Terror and class.
14 pieces for knees.
50 pieces for Vandalia and torpedo-boat.

254 pieces.

Of the above, three pieces only are a total loss, viz, a white-oak piece 4 x 12 x 35 feet, in ended for plank-shear for the stern of torpedo-boat, (bent edgewise,) and two knees.
Four pieces, intended for plank-shear for Vandalia, split at the end after bending, and were used for harpins.
The remainder, with the exception, perhaps, of one frame for Terror and class, are suitable for the purpose intended.
The timber used has not been of such dimensions or quality as is required for first-class work.

Very respectfully,

JEREMIAH S. REMICK.

BOSTON, *March* 25, 1876.

SAMUEL MCKAY sworn and examined.

By Mr. MILLS:

Question. When were you put to work in the yard?—Answer. I have been here the last four or five years, off and on.

Q. Who was it that appointed you here in the yard when you first came in?—A. There was no necessity of appointment at all. All there was to do was to come up on the yard and they would take your name.

Q. Who employed you?—A. I think I came in under William L. Hanscom.

Q. It was through him that you obtained your appointment?—A. Yes, sir.

Q. In what capacity are you at work?—A. As carpenter.

Q. Did you deliver any of the iron or other materials to your brother, Donald McKay, for building the sloop of war Adams?—A. Yes, sir.

Q. How much of the material did you deliver to him?—A. I could not tell. The books, of course, will tell that.

Q. Whose books will show that?—A. The store-clerks, I should suppose.

Q. You could not state how much you had delivered—the estimate?—A. No, sir. I think it is on the books, though, down to the office.

Q. Do you know of any other material going out of the yard except that?—A. No, sir.

Q. Do you know that there was a correct account of the timber that went out and oth[illegible] material kept?—A. I don't know whether it was a correct account or anything of the kin[illegible] I kept a correct account of what I had; I don't know about the others.

Q. Do you know of any abuses existing in the yard here?—A. No, sir.

Q. Do you know anything about the building of the little boat that was built in the ch[illegible] of the boat-makers' department, that went to the yacht America?—A. No, sir.

Q. Do you know anything about any tools being furnished to Donald McKay?—A. I think I do; yes, sir.

Q. What was the value of the tools furnished from your department?—A. I could not te[illegible]l; I have kept no account of them.

Q. Have they been returned?—A. Some have and some not.

Q. Have you kept account of those returned?—A. No, sir; it did not come under me at all.

Q. In what department are you engaged now?—A. In the constructor's storehouse.

By Mr. JONES:

Q. Are you there to deliver and receive material?—A. Yes, sir; I am clerk there. They have a store-clerk. I am there with him. The orders come to him, and I deliver whatever there may be.

Q. And to whatever bureau it may be to?—A. Yes, sir.

Q. Do they supply all the different bureaus from your store, or only construction?—A. Only construction.

Q. Did you say that you had never known of any lumber that had ever gone out of this yard except by regular order of the Navy Department?—A. That is what I said.

Q. Did you know whether that had a correct and proper account made of it?—A. Yes, sir. I went into the store the 1st day of July and remained there until the 15th of January of last year.

Q. Where were you previous to that?—A. I was in the other storehouse here—the constructor's.

Q. All in the same department?—A. Yes, sir.

Q. What did you do there?—A. I was in the storehouse delivering whatever stuff was necessary for mechanics or workmen.

Q. Were you the head man in this other storehouse?—A. I was under the head clerk.

By Mr. HARRIS:

Q. When were you appointed? Was it before or after the contracts with your brother?—A. I was appointed before.

Q. Was it at or about the time those contracts were being entered into?—A. I was appointed at or about the time he got the contract, I think. I have not got it in my memory now.

Q. You were placed in charge of what material?—A. Iron.

Q. Did you deliver all the iron that went into those ships?—A. All that came from the yard under his second contract I think I delivered. He had two contracts.

Q. You say it was under the second contract?—A. Yes, sir.

Q. Upon whose order did you deliver it?—A. The requisition is made out by the constructor and from there sent to the head clerk, and the head clerk sends an order to me. I deliver it according to his order—a copy from the requisition.

Q. Did you deliver any lumber that was not drawn on requisition?—A. No, sir.

Q. Did you return a correct account of the material delivered by you?—A. Yes, sir.

Q. What other person was charged with the duty of ascertaining whether the quantity was correct, or correctly entered, of iron?—A. There was no one.

Q. Then you had the entire charge of the deliveries of iron to your brother?—A. Yes, sir; and weighing it out and making the return. So many bars of iron were required. I would weigh out so many bars.

Q. By whose recommendation were you appointed?—A. I went to Washington and asked Mr. Hanscom myself, and he appointed me.

Q. At that interview was anything said about those contracts with your brother?—A. No, sir.

Q. Have you known Mr. Hanscom long?—A. Yes, sir.

Q. Did you ever serve under him?—A. Yes, sir.

Q. Were you removed?—A. I was suspended when there was no work to do, the same as others.

Q. How long have you been connected with the navy-yard?—A. Some four or five years, off and on.

Q. Did you ever hold any appointment in the navy-yard before you went to Hanscom and asked for it?—A. I was quarterman; I was shipwright here in the yard.

Q. Were you at the time you asked for this appointment?—A. No, sir; we were all suspended and broke.

Q. You asked for this special appointment?—A. Yes, sir.

Q. You got an order appointing you store-hand?—A. Yes, sir.

Q. Not to be suspended?—A. No, sir; I don't say so.
Q. You are liable to suspension like anybody else?—A. Yes, sir.
Q. What is your pay?—A. The pay was to have been $3.50.
Q. What consideration did you pay to any person to secure that situation for you?—A. Not a cent. I paid my fare to Washington and back again. That is what it cost me.
Q. Had you any recommendation?—A. No, sir.
Q. You were not appointed by political influence?—A. No, sir.
Q. What is your occupation?—A. Ship-carpenter.
Q. How long have you been such?—A. I have worked at it over thirty years.
Q. Where have you worked?—A. I have worked for my brother, in his yard.
Q. Did you work at the time he built the Great Republic?—A. No, sir; I was building then on my own hook on the Merrimac River, at Newburyport.

By Mr. JONES:

Q. Did I understand you to say that you were in the same capacity when your brother had the first contract on the hull of the Adams? You said you were in the second contract.—A. I was not in the storehouse when he took the first contract—only the second. I was here when he built the hull, and was with him part of the time—about six months of the time that he was building the first ship. After he launched her I left him and went into the yard. It was before he made the second contract.
Q. Were you here at the time the frame was delivered to him?—A. Yes, sir.
Q. Were you at work for the Government?—A. Yes, sir. I got the frame out for him. The Government got it out, but I was the quarterman who had charge of it.
Q. In what shape did you deliver him that frame?—A. By the mold.
Q. Was it beveled?—A. Yes, sir.
Q. Was it all beveled?—A. Yes, sir.
Q. Was it ready to put up?—A. Yes, sir; it was ready to put up.
Q. Were the ends cut off?—A. No, sir.
Q. Was that dovetailed together?—A. No, sir.
Q. As that frame was delivered, were the ends to be cut off when the ship was set up?—A. No, sir; before.
Q. How long pieces would have to come off?—A. There was very little, because the frame was molded very close. Sometimes there would be 1½ inches; from that to 3 and 4 inches.
Q. There were no long pieces?—A. No, sir.
Q. You just delivered the exact amount that the mold required?—A. Yes, sir; in every particular.
Q. You don't know as there was any more live-oak delivered to him except that frame?—A. That was all. There might have been half a dozen sticks or so, for other purposes, belonging to the ships, where the Government used live-oak pieces that could not be molded beforehand.

BOSTON, *March* 25, 1876.

NEHEMIAH GIBSON sworn and examined.

By Mr. HARRIS:

Question. Where do you reside?—Answer. In Boston.
Q. What is your business?—A. My business formerly was wood and coal business. Now my business is mercantile. My business is in shipping altogether.
Q. Are you a builder of ships?—A. I have built one, and one only—*i. e.*, built it myself. I built one upon what we call the new principle of frames.
Q. You are interested in ship-building more or less, and have been for some years?—A. Yes, sir.
Q. Do you buy ships to take down and destroy?—A. Yes, sir.
Q. To what extent do you do that business?—A. I have bought quite a large number, dating back to the time when the Government sold them out freely—dating back to 1864, 1865, or 1866; Government ships.
Q. What class of ships?—A. Ninety-day gunboats, 501 tons. I bought quite a number of those. I have in every instance refitted and sent them to sea; took out the machinery and made sailing-vessels of the ninety-day gunboats.
Q. Did you buy them at public auction?—A. Yes, sir.
Q. How many of those did you buy?—A. The first one I bought was in New York in 1865; quite a large one, called the Pembina. This was the pioneer of the fleet. The Government approved of her, and built twenty-three more of that particular class. They were steamers. They were known as the ninety-day gunboats.
Q. What did you give for her?—A. I think I paid in the neighborhood of $14,000 or $14,500. I put in spars, and she is now at sea.
Q. Is she a good vessel?—A. She was somewhat rotten. I took her to Wilmington and rebuilt her and put in new timbers. I took her planking off to put her timbers in. We

have to take off the outside deck and take off the frames and put them in again. Her value at the present day would be $16,000.

Q. What did it cost you to repair that vessel?—A. I have made, perhaps, a wrong statement. I did not lay out a very large sum at that time. Mr. Hall was interested with me in her—Samuel Hall. He took her out to his yard and did the repairs on her at that time. She was of Ohio oak. Running through fresh water rots vessels very easily.

Q. You paid about $14,000 for her, refitted her, and put her to sea, and she is worth $16,000 now as a sailing-vessel.—A. She was worth more when we put her to sea; but now she has more age on her.

Q. What competition had you in the bidding for that vessel?—A. We had quite a large quantity the day they put her up. There was a large number of vessels there.

Q. Was there any combination among the bidders?—A. No, sir.

Q. Did you buy any other vessel on that day?—A. Yes, sir.

Q. What other vessel did you buy?—A. I bought altogether five or six. I bought one in the Washington navy-yard. I bought one in Norfolk about the same time, if I recollect right. I think it was immediately following. I could give the dates.

Q. You mean of that class?—A. Yes, sir.

Q. What did you give?—A. I don't think I have bought any less than $12,500, and I paid as high as $15,500. I have treated them all in the same way, and they have proved good ships. They are worth $10,000, more or less, now. I was the pioneer in the altering of them. I have quite a number of them going on the water to-day.

Q. In any of the purchases of this class of vessels, were there combinations among the bidders?—A. Yes, sir.

Q. Explain to the committee just how that was accomplished?—A. What we call combination is, suppose six of us are well posted and know the value better than the general class of bidders. We say to one another, "We will form a combination," *i. e.* one of us is appointed bidder. Suppose I am appointed bidder. I bid for that vessel all that I would give, against all outsiders. Suppose there are three or four hundred outsiders for instance. My confederates stand perfectly quiet. The understanding is this, that I am appointed a bidder to bid the last bottom dollar that I would give for the vessel. Then, after she is knocked down—provided the boat is knocked down as against all outsiders—I stand for my ring. I bid the last dollar I will give for the boat as against all outsiders and if my knowledge is superior to all outsiders' and they don't press me up, I buy the boat as cheap as I can buy her. Then, if any of the parties in this ring see fit to give more than I have given for her they have a right to do so after I have ceased to bid, take her up, and run her up as high as they please. But at whatever price they knock that boat down, that gentleman has got to start that boat at a private meeting for bidding among ourselves. If there is a profit it is divided among the ring, and the successful man takes the boat. I bid what I am willing to take the vessel at as against all outsiders. I get it for less than I am willing to give, if the outsiders don't run me up.

Q. Is it known among the ring what your highest bid would have been?—A. Not at the time; no, sir.

Q. The vessel is bid off by you?—A. Yes, sir.

Q. And if you stop there, all the other gentlemen in the ring have a right to bid higher?—A. Yes, sir.

Q. And if that gentleman stops, then another can go on and bid higher?—A. Yes, sir.

Q. So that all members of your ring have a right to bid at the public sale what they are willing to give for her, if outsiders follow them up?—A. Yes, sir.

Q. Now, you have bought these vessels in that way; each of you know what has taken place? Now, you go into your ring-auction and you put up the first vessel; you, having bid her off, are obliged to bid there at the ring-auction just what you bid at the public auction exactly. Then, if any other gentleman of your ring will give more, he has a right to buy her?—A. Yes, sir.

Q. The difference between his bid and your bid is paid into the pool as profits?—A. Yes, sir.

Q. And so you sell each vessel?—A. Yes, sir.

Q. And every gentleman is obliged to start the bid in the ring at the price that he bid her off at?—A. Yes, sir.

Q. How many vessels did you ever buy in that way at one time?—A. We have bought, I think, as many as six vessels at a time.

Q. Do you remember the gross profits realized at the ring-sale on such an occasion over and above the price at which the boat was bid off at the public-auction sale?—A. Our profits have been various. There have none been very large. There was one time when there was eight in the ring. I think we divided on two vessels 1,880 odd dollars. Each person got that.

Q. Do you remember what the profits were where the ring purchased six at one time?—A. They were not so large. We were run pretty heavily at that time. There were a good many outside bidders; there were more in the earlier stages of it.

Q. Now, I will ask you whether or not your ring paid out the profits realized in your ring-sale in money to any officer of the Government or any auctioneer, or any one having

charge of the sales?—A. Not a dollar to my knowledge, sir; I don't know of a dollar being paid.

Q. And you claim, then, that those sales were perfectly fair, except so far as the combination might be considered unfair?—A. Yes, sir.

Q. Open, and anybody could bid?—A. Yes, sir.

Q. No attempt to suppress their bidding except in that way?—A. None whatever; they are done as fair as any auction-sale could be.

Q. Still they left a large profit?—A. There is not profit enough to pay me for having the name of having been in such a ring.

Q. Do you mean to say that you prefer to go in on your individual judgment and buy in competition with the world than to go in with the ring?—A. It does not cost me any more to buy them from the Government than from the ring. They have played it so much here in ringing these yards, in every instance where they have sold. In some instances they get everything. I don't like being in with such a class of men. There are too many of them.

Q. How many vessels do you think you have purchased from the Government at the open auction sales?—A. Where it is knocked down to me I pay for it; perhaps she is passed over to somebody else. Perhaps I have bought of others that have bought of the Government in these rings. They are so mixed up that I cannot distinguish only here and there occasionally a boat where I have bought them independent, without being tangled up with other parties.

By Mr. MILLS:

Q. Do you know that you or any other parties connected with you have used any influence with the Department to get them to put up a boat for sale?—A. I never have in any shape or form. I couldn't say what other parties have done.

Q. You don't know, then, what other parties may have done on that score?—A. No, sir.

Q. Do you know of any parties connected with the purchase of these vessels who have made any presents to any one connected with the Naval Department?—A. I do not, sir. There are other parties who know more about it than I. I only go when there is an auction. If they offer a vessel of the Navy for sale, I am pretty sure to be there.

Q. Now, when you form your rings, as an appendage to that ring, do you organize an arrangement by which there shall be outside bidders—men who, if there should be vessels struck off to them, would "vamoose" and not turn up?—A. No, sir. The secret of buying these vessels is that people in starting with them find there is a good deal of copper and composition in them. A Government vessel is much richer than any other vessel. There is a great deal of value in it, especially in the steamers.

Q. Have you ever purchased any by written bid?—A. No, sir; I don't recollect as any were ever advertised in that way.

Q. Did you ever obtain a vessel from the Government in any way except by open auction purchase?—A. I never have.

Q. State when and what have been sold otherwise.—A. A monitor left this yard which it was said was going around to John Welch & Son for repairs. That was the Miantonomoh, I think.

Q. Do you understand that she was ever sold?—A. No, sir.

Q. We have her history. I am talking now of vessels of the Government sold in any other manner except by auction sales?—A. I don't know of an instance of that kind.

Q. What vessels have you purchased which you have taken down?—A. I was a purchaser in the ring of the United States sloop-of-war Albany.

Q. What did you give for her?—A. I paid the Government $48,000, I think; and I purchased a United States sloop-of-war which went to Portsmouth to take an admiral's body, and got ashore on the Nantucket shoals. She was a large ship; one of the largest frigates.

Q. Did you purchase her after the accident happened to her?—A. O, yes, sir. She was repaired after that, and went on a cruise. It was after she came home from the Mediterranean. We gave $54,000, I think, for her. She was a frigate. She was a very nice frigate, except that she was rotten and decayed a good deal. She was built in the war. She was 346 feet long, and 46 feet beam.

Q. You got a pretty good trade there, didn't you?—A. A very fair trade.

Q. What was she worth the day you bid her off?—A. She was worth the day we bid her off for $54,000—worth $75,000 to $77,000.

Q. Was it bought to tear down?—A. Yes, sir.

Q. Where was she destroyed?—A. We took her to Nineteenth street, East River; took her up to Cow Bay and burned her up there. All that we saved was the material. We took out the machinery.

Q. Do you know what you realized?—A. It was $198,000 and some odd dollars. It was not independent of expenses. We realized over $13,000 to a share. There were four of us. Those are the best ones I have ever had anything to do with.

Q. What did you realize on the Albany?—A. I got on the Albany and the Guerriere—the materials sold for $198,009. After paying what we paid to the Government and all the expenses, (for it is a very expensive job to get the materials out of her; it cost us over $25,000 to wreck those ships and get the material suitable for market,) on the two we realized $13,000 apiece—all four of us.

Q. What other vessels have you bought which you have destroyed?—A. I have not bought any of the regular navy-built ships except those built temporarily for war—double-enders.

Q. Have you not bought some of the monitors that are being sold now?—A. No, sir.

Q. You have no interest in those?—A. No, sir.

Q. Now you say you have engaged in a ring such as you have described before. You have never bought any vessel at private sale from the Government, and have never bought any upon sealed bids?—A. No, sir; I never had any opportunity to do so.

Q. You took those ninety-day gunboats and took their machinery out?—A. Yes, sir.

Q. What did you realize?—A. About seventeen to eighteen or nineteen thousand dollars—composition, engines, and boilers.

Q. You sold the machinery at from $17,000 to $19,000?—A. Yes, sir.

Q. Did you have to take the machinery out?—A. Yes, sir.

Q. What would be the cost of doing that?—A. It cost about $3,000.

Q. So that, in point of fact, after having got your machinery out, you would have your hull all free profit?—A. Yes, sir.

Q. Why were not those vessels good enough to keep for the Government at the time they were sold?—A. It would cost them more to repair them than any vessels you could build It was awfully expensive.

Q. So that you cleared the hull ready to be fitted into a sailing-vessel after you got your machinery out?—A. Yes, sir.

Q. What would such a hull be worth?—A. About $10,000.

Q. So you would get a clean profit on the operation before you began to put any repairs on her of about $10,000?—A. Yes, sir; by husbanding her value in my economical way. I claim to be able to do it economically.

Q. Have you a partner?—A. Well, my son and son-in-law. My name is at the head of the firm. I have done most of the business. I have in reality nothing to do with the firm except when they want to get credit.

Q. If you know of any irregularity or fraud, actual or constructive, in the administration of affairs in the Navy Department, I wish you would state it, for you are as much interested as anybody else to have our naval affairs conducted with economy and honesty.—A. I hear a great deal of talk, but I know nothing. I travel the navy-yards a good deal, and have done so.

Q. Do you know the value of ship-timber?—A. I do not know what live-oak is worth.

Q. What is white-oak frame worth?—A. I suppose really white-oak frame would be worth possibly $19 to $20 a ton. A ton would be 480 feet, board-measure. It would be about $40 a thousand, reckoning in that way.

Q. What would white-oak planks fit for outside work cost?—A. I don't believe you could get such plank as they use in the Navy short of $60 to $65 a thousand.

Q. Has that been so for the last two years—a little higher than it is now?—A. I wouldn't be surprised if it had been as high as $75 a thousand.

Q. What would hard-pine plank be worth, fit for inboard work?—A. For inboard ceiling we use the poorest plank.

Q. Do they use white-oak plank for Navy work for inboard?—A. I don't know but they do.

Q. Then it would be the same price for inboard and outboard. Have you not some idea of the value of live-oak timber?—A. I have not, in the least. I never bought a stick in my life. It is not used outside at all.

Q. Were you here at the sale when those two iron-clads that are being burned down here now were put up at auction in this yard?—A. I was not here. I was represented by my son-in-law, Mr. Ritchie.

Q. Did you bid on those vessels?—A. I think we did.

Q. Do you know who bought them?—A. They were knocked down to Nathaniel McKay at that sale.

Q. Do you know any reason why he didn't take them?—A. I don't know; only I have an idea, of course; but I don't know the fact.

Q. Do you know of a reason why the sale was not confirmed?—A. I met Nathaniel McKay in Wall street three months afterward. He had a letter from the Secretary of the Navy, and wanted that I should take them off of his hands. Iron had fell a good deal then. The boats were not worth so much. The letter was about the exchange in New York. On the 12th day of August he showed me the letter. I won't swear that the Secretary's name was to it; but I think it was from the authority of the Secretary.

Q. Then Mr. McKay was disposed to get somebody else to take the boats off his hands?—A. Yes, sir; he offered them to me.

Q. You say that you were present when those two vessels were sold here?—A. I was represented here.

Q. You know the amount that the boats sold for?—A. I knew at that time.

Q. You think they sold at very fair value?—A. Yes, sir.

Q. Do you think they were worth any more than they sold for?—A. No, sir.

Q. Do you think the purchaser got a hard bargain for that sale?—A. Well, it is just

about an even thing. There was not any show to make any profit, or what a man ought to make.

Q. Was not the machinery that was on board of them salable?—A. The machinery in them is very small of value to sell. The navy-engines lie below the water-line, and they lose a great deal of the power of the engine, and one-eighth of the coal you burn is good for nothing.

Q. What would the Government realize from breaking them up?—A. In their way of breaking them up they would realize nothing. Here is one cut up in this yard that I offered $25,000 for, and I don't believe the Government realized a dollar. The laborers here don't do anything. I have seen so much of their idleness and inefficiency that I would not pay their board. If I had a thousand such men to work for me I wouldn't pay their board for what they would do. They put in everything—old cripples that are not good for anything. That makes the Navy cost tremendously. It makes me crawl when I go about the yard and see the men loafing. They get hid up out of sight—a pack of loafers that calculate living on the navy-yard. There are a pack of people around this city that don't calculate to do anything. It is a premium offered to them to do nothing, because their work lasts so much the longer if they don't do anything.

Q. I would like to ask you if you don't think the old ship Virginia, and some of the other ships here that are condemned, could be sold to private individuals for something?—A. Yes, sir; that Virginia, the one that was cut up, the old frigate that they started in 1817, I offered the officers here $25,000 for that ship as she lay, to take her down myself.

Q. Now there is the Iowa; do you know anything about that—that lies outside there now afloat, and the Niagara? Do you know what the Iowa is worth?—A. She was a fast ship, and never sailed but one trip, from New York here. Four years ago I would have given $70,000 for her. To-day she is worth the difference which is occasioned by the shrinkage of the value of the copper and composition, five or six cents a pound, and iron is half a cent a pound. For an off-hand statement I should say that the ship was worth from $45,000 to $50,000. I would be willing to take her and pay that for her.

Q. Do you think it is of any advantage to the Government to keep her here?—A. It is a continual expense. She is not worth a cent for anything except to take her material and break it up. She has fine engines in her.

Q. For what the outside world could use, could you sell that engine to be put up again?—A No, sir; not unless the Government would take her. They are splendid machines. They could put them into another ship.

Q. Now, the Niagara, which lies alongside of her, what is her value?—A. That ship has got a great quantity of pig-iron that you have put into her. She is all broken through. Her ends are so long and sharp that she has broken a hole through, and to save her they had to put in two or three hundred tons of pig-iron, and put chains under her. She is humped right up in the middle. She is all gutted out. I should be willing to give $17,000. It is an awful job to handle her. There are two or three hundred tons of pig-iron in her, but that is very cheap now.

Q. How much is Scotch pig-iron worth a hundred?—A. New iron is not worth over $20 a ton.

Q. That would be $6,000.—A. This ship is entirely cleaned out. There is nothing to her but her bare hull. The timber is tremendously hard to get the copper and iron out of. It is not like a ship that has got her boilers and engines in her.

Q. You think you would have been glad to have bought the Virginia for $25,000?—A. Yes, sir.

Q. Now what do you suppose it would cost the Government to cut her down?—A. I think the Government never realized anything out of her more than what they paid for labor. I think the remnants were sold here two and a half years ago. I came here and bought 175 iron tanks, and there were lots of that ship cut into pieces 6, 8, or 10 feet square sold at the same time, and they got sick of it. She is very heavily fastened with inch and a half copper bolts, which tell when you get hold of those fellows.

Q. Have you looked at the Virginia lately as she stands now?—A. No, sir.

Q. Now there are two or three vessels outside that never were launched. Do you know about the Connecticut?—A. I know about one of them.

Q. We understand that to be worthless to the Government. I wish you would look at them and see what they are worth to tear down. We want to get some man who has some knowledge to give an opinion about them. What is the Ohio worth as she floats?—A. My impression is that the Ohio is worth $30,000.

Q. Do you think you would give that to take her down?—A. No, sir; she is worth $20,000 to $30,000. She has a good deal of copper bolt in her, but it is an awful job to get it out. She is all soaked with salt. We take the vessels down upon the beach, take the spring-tide, put powerful shores to her and hold her, and commence to burn on the next flood-tide. We set fifty fires fore and aft. We have an iron chain to her and she will lighten up very fast—tons and tons every second, and we keep hauling her in; usually they fill. We take and board up the open places at low water. We let the water all run out, and then take canvas and boards and stop up the places and keep her afloat in that way; and in that way we ultimately get the whole ship on to the land. I had one down to Norfolk. That was

the hardest thing a man ever undertook. We lost twelve guns off of her deck that went down thirty feet into the mud. The vessel was the Plymouth.

Q. We would like to have you look over the vessels that we have alluded to, on Monday next.—A. I will do so.

BOSTON, *March* 27, 1876.

NEHEMIAH GIBSON recalled.

By Mr. HARRIS:

Question. Have you examined the useless ships in the yard and made an estimate to ascertain what you would be willing to give for them as they are?—A. I have been looking over the ships and I have made safe estimates. Perhaps I might, by looking over them further, enlarge a little. I estimate the Connecticut at $16,000.

Q. Is she copper-bolted?—A. Yes, sir; but her decks are not laid. She is a mere shell now, so to speak—no machinery in her at all.

Q. Is her stern wheel on her?—A. No, sir; no wheel or shaft, or anything. The next is the Niagara, $19,000.

Q. Has she any machinery in her?—A. No, sir; her machinery is all out. Her propeller is on. That includes the iron, as near I can get at it, anywhere from 250 to 350 tons of pig-iron. The copper has been pretty much drifted out of the Virginia, and that reduces her value very low. I estimate her at $3,000.

Q. What would it cost to break her up and get her out of the way?—A. I have no doubt it would cost the Government $5 where they get one.

Q. You would take her and leave the place vacant, without any cost to the Government?—A. Yes, sir.

By Mr. JONES:

Q. How large are the copper bolts in her keel?—A. About 1⅝ inches—the upper ones.

By Mr. HARRIS:

Q. Is there not some way to utilize that timber by cutting it up and putting it into the market?—A. No, sir; it is too much work.

Q. Could it not be cut up for fire-wood?—A. It would not pay for the labor to cut it up for that purpose. It is very hard work to cut it. You have got to use up a good many tools. It is hard wood to split.

Q. So that, practically, you would have to give that away?—A. Yes, sir; I might get something for it. The next one is the Iowa; that ship, of course, would have been worth six years ago, at least $20,000 or $25,000 more than she is to-day, in consequence of the great fall of stock. Copper is worth to-day only 20 or 20½ cents; then it was worth 30 cents; there is one-third off at once. I should be willing to give for her, as she lies, $45,000.

Q. She has got some fine machinery in her, has she not?—A. Yes, sir; but it is good for nothing except to be used by the Navy. There is not a merchant in the city who would give anything for it except to smash up; that ship is going to destruction very rapidly.

Q. She is worthless?—A. Yes, sir. She is very rotten, so rotten that you can pick some of her timber to pieces. She was built in a hurry, of green oak.

Q. Wouldn't you say it is a loss to the Government to let these vessels stay where they are?—A. It is a dead loss. Every day they are growing poorer and poorer, and, of course, there is some expense attending them. The next is the Ohio, $20,000. Possibly she may be worth more.

By Mr. JONES:

Q. Isn't she full of copper bolts?—A. Yes, sir; she has the usual amount of copper. She is copper-fastened, about 19 feet I think.

Q. Is there a vessel in the yard that is worth anything to the Government?—A. Almost all you have got there are in the hospital, I should say, and hopeless cases. They are not what you require; they adopted so many fanatical ideas of people outside during the war, that a good many vessels were built which were not what they ought to be.

Q. For how much would you cut them up and deliver the material to the Government?—A. That would require some considerable figuring. I will make a rough estimate of those ships as I pass them.

Q. You have only figured what you would be willing to pay in cash to the Government for the vessels as they are now?—A. Yes, sir.

Q. Is there one of them that you think could be put to sea?—A. Not one of them.

BOSTON, *March* 25, 1876.

JOHN M. S. WILLIAMS sworn and examined.

By Mr. MILLS:

Question. Were you a member of the Bending-Machine Company that sold that machine to the Government?—Answer. I was a stockholder in it, sir.

Q. When was that company organized?—A. I don't know, sir.

Q. As a stockholder of the company, don't you remember anything about the organization of it?—A. No, sir; it was before my time.

Q. When did your connection begin with it?—A. I think about the winter of 1868-'69. It may have been later.

Q. How many persons were interested, and who were they, in that bending-machine?—A. I don't know how many, sir.

Q. Who kept the books in that Bending-Machine Company?—A. A gentleman by the name of Means. He is dead now.

Q. Who has those books?—A. I really don't know, sir.

Q. Was that a patented concern, that bending-machine?—A. Yes, sir.

Q. Was the patent conveyed to your company by the patentees?—A. I understood so.

Q. To whom was that thing patented?—A. I don't know, sir.

Q. Were you not familiar with the title of the property that you owned?—A. No, sir; I never had anything to do with it.

Q. How much stock did you have?—A. About one hundred and twenty shares I think. It was nominally worth $100; it was not really worth anything, or but very little.

Q. Did your company have a right and title, as you understood, to that thing when you owned it?—A. Yes, sir.

Q. Did you think you had a right to convey a good title to that concern to the Government of the United States?—A. I always supposed so. I had nothing to do with the management of it.

Q. Who negotiated between your company and the Government?—A. I understood that it was Charles Allen Brown, the president of the company. I don't know who it was on the part of the Government. Mr. Brown lives in Boston, but is now in Europe, where he went about eighteen months ago. It is very uncertain when he will return. It depends on the health of his wife, who is with him.

Q. Does any other person connected with that company know anything about the terms of negotiations between your company and the Government?—A. I don't know, sir.

Q. Do you know anything about any amount of money paid by that company to Oliver W. Griffiths in connection with that trade?—A. I do not, sir.

Q. Did you ever hear Mr. Griffiths say he received any money of Charles Allen Brown, coming from that company?—A. No, sir; I wouldn't be likely to.

Q. Did you hear Mr. Brown say he had been appealed to by Mr. Griffiths for money?—A. Nothing of the kind. I had nothing to do with the business of the company.

Q. Did they make any reports to you?—A. No, sir; I never paid any attention to it. It was a matter we went into to please Charles Allen Brown. We were with him in other transactions. He wanted my firm to go in with him and build a ship on this principle. We did so. I never took interest enough to go near the ship while it was building, or after it was built.

Q. Didn't you regard that company as visionary?—A. No, sir.

Q. Did you regard it as an impracticable idea?—A. No, sir; our ship was a perfect success.

Q. Why have no more ships been built with it?—A. Ship-building has been so dull. I don't know why others didn't adopt our plan.

Q. How does that ship stand at the French Lloyd's?—A. It stands high on the list. It makes good passages and carries her cargoes well. It is a great success.

Q. Have you the report of the French Lloyd's by which we could see how it stands?—A. I suppose it is with the ship—the ship New Era.

Q. Is it in Boston in some office so that we can see how it rates?—A. I think it can be had here, sir.

Q. At the agent of the French Lloyd's?—A. I don't know where that is.

Q. In what part of Europe is Charles Allen Brown?—A. I don't know, sir.

By Mr. HARRIS:

Q. Is that ship still owned by your firm?—A. No, sir; we own part of her. We are not managing owners now. We have sold out to Sears & Co. She is now in San Francisco.

Q. Was there any difficulty in having her rated first at the French Lloyd's?—A. I don't remember, sir.

Q. Some one has said that the French Lloyd's declined to rate her because she was a new invention.—A. Ship-building became dull at that time. I didn't think it best to build ships. Charles Allen Brown was so much connected with us in business that we were willing to risk forty or fifty thousand dollars in anything he wanted us to. We carried out our contract, and the Government paid the money.

Q. You said the stock was substantially worthless. What do you mean by that?—A. I never knew anything about its value or gave any attention to it

Q. Do you know whether any portion of this money received for the sale of this machine came to the Bending-Machine Company?—A. I have no doubt they got the whole of it, sir. It was always understood that the machine cost about what they got for it. We never made any money out of it. I never have got a cent. The company paid back nearly the equivalent of the money invested—what we got out of the ship and out of the Government for the machine. The ship and the machine were put together. We lost a very little. That was the result of the whole affair. Mr. Brown has always been in hope of selling more patents to foreign governments and making more profit.

Q. Your patent has not yet expired in foreign countries?—A. I don't know as we have any patents in foreign countries, but he has been in the hope of selling to foreign governments.

Q. Has that ship ever met with any disasters?—A. No, sir; she has been on the water six or seven years.

Q. Has she performed well?—A. Yes, sir; very well, indeed.

Q. She is looked upon by the owners as valuable property?—A. You know ship-property is very much depressed.

Q. Do you know what relationship exists, if any, between John W. Griffiths and Isaiah Hanscom?—A. No, sir.

Q. You said that there was received back from the Government and from the ship about what was the original investment in the company?—A. Yes, sir.

Q. Were you ever a director or an officer in that company?—A. I never was. I never took any interest in it at all.

Q. Do you know whether this ship had to be calked a great deal oftener than one not built by this process of bending the timber?—A. I didn't know it. I never paid any attention to her. I always heard that she was a great success. At the time that ship was built, I was treasurer of twelve different corporations, which engaged all my attention. I paid no attention to the ship at all, or to the ship business.

Q. You were not treasurer of this company?—A. No, sir; I never had anything to do with this company.

BOSTON, *March* 25, 1876.

SYLVESTER E. WILSON sworn and examined.

By Mr. MILLS:

Question. Do you know anything about any abuses in the Navy at Mare Island, California? If you do, please state them to the committee.—A. For about two years I was constructor's clerk at Mare Island, Cal. For about a year and a half I was ordnance clerk. I went there in December, 1869, and I was there in construction until June, 1871—I think that was the time. I was there during the time that Constructor Hart was there. After he left, Assistant Constructor Delano had charge for three months, and, after that, Constructor Wm. L. Hanscom.

Q. How were materials supplied?—A. Material was supplied partially by contract and partially by open purchase.

Q. Which was the larger amount—by contract or by open purchase?—A. Well, open purchase would be the larger amount, unless you termed what was called "an open-contract requisition" by that name. I think "open purchase" is the largest.

Q. Was that "open purchase" in a large measure, or not, directed from the Navy Department, direct from Washington? Did it originate at Washington or at the navy-yard at Mare Island?—A. It originated at the island.

Q. Did they, or not, receive some things that they did not want there and were not ordered to be delivered there?—A. Live-oak timber came from the East, and was sent from the New York yard—a reshipment of the stock on hand from the New York yard.

Q. How would it be shipped? Would it be by rail?—A. No, sir; around the Horn. Immense quantities came there—more than would be used. There was very little live-oak purchased in San Francisco by the Government. It was used in building and repairing ships. It was stored there on the yard, the same as on this yard—owned by the Government. It comes as a reshipment from the navy-yard. Nearly all the live-oak furnished that yard is sent from the New York yard. It is first cut in Florida, transported to New York, and then back by Florida again, around Cape Horn and San Francisco.

Q. Don't you think that would add to the cost of transportation?—A. I should judge that it would. Live-oak is a pretty high-priced material out there.

Q. What does it cost out there?—A. Two hundred dollars or two hundred and twenty-five dollars a thousand cubic feet.

Q. What character of live-oak do you mean? There is the "straight," "curved," and "particular pieces," which last is the highest-priced sort. Which one does that price apply to?—A. It applies to the lowest, to the "straight."

Q. What are the curved pieces worth out there per cubic foot?—A. I could not say, I am sure.

Q. Didn't the books show when you were clerk?—A. The timber-inspector's books would show that.

Q. Would it be worth, in proportion, as much more as the "straight" is?—A. Yes, sir; more than that, I should think.

Q. Do you think the price on "curved" and "particular" pieces would bear the same relation to the price at the New York yard that the straight pieces there would bear to the straight pieces here?—A. I should think so, sir.

Q. What about political influence out there? Do you know anything about that, as affecting the appointment of officers in the yard and employés?—A. I don't know. There is a foreman working on that yard that don't hold his position on political influence.

Q. Who is chief manager and director of that? Who runs the yard?—A. Senator Sargent has the credit of it.

Q. We don't want what is reported about it, if we can get knowledge. If you know anything about it, state that.—A. Well, if a man wanted a position as foreman or as quarterman, he would bring influence to bear upon Senator Sargent.

Q. Are you talking matters that you know, or hearsay?—A. I am talking what I have heard parties talk over, and seen there, month after month.

Q. I don't think we ought to take mere rumors. If you know the fact you ought to state it.—A. I don't know of any fact, because he never did anything for me. Senator Sargent is the official man of the coast, and the one that is looked to for influence in all positions and all appointments.

Q. Do you know anything about the controversy between Mr. Hart and the bureau at that place? Do you know what he was ordered away from there for? Or was he ordered away?—A. Yes, sir; he was detached from the yard and ordered away.

Q. What was he ordered away for? Do you know whether he had become obnoxious to the bureau?—A. Not obnoxious to the bureau, but obnoxious to the foremen, workmen, and parties who were endeavoring to furnish supplies.

Q. Was it through the influence of the foremen, workmen, and of the contractors that he was removed?—A. It was through the influence of the foremen-workmen.

Q. What had they to do with it?—A. They civilly petitioned, asking for his removal, and stating for reasons that he employed men who were not republicans, or men were employed under him who were not, and he would not allow the foremen full swing, as they termed it.

Q. What did they mean by that? How did he interfere with them?—A. He objected in several instances to men being employed who were not competent mechanics.

Q. By whom were those men put on the yard?—A. By the foremen.

Q. For what purpose?—A. Ostensibly to work in the gangs in the different departments, the different gangs.

Q. Mr. Hart objected to those men?—A. Yes, sir; some of them.

Q. Was it on account of incompetency?—A. Yes, sir.

Q. Do you know what controlled the appointment of these men? Not ostensibly, but really. What was the controlling influence?—A. A letter from a member of the State central committee.

Q. Who was that member?—A. O, there were different members. I think at one time it was Mr. Van Dyke.

Q. Did you see any of these letters?—A. I have seen several such letters. They would read thus: "You will please employ ——— ——— in the capacity of ——— ———." Or, "You will please give Mr. ——— ——— work as ———."

Q. When would that be done?—A. It would be done all through the year, but more particularly 60 days before the election.

Q. How long would that be continued after the election?—A. Some longer than others. Perhaps some would be at work three or four weeks before election, and some several months.

Q. How many men would be employed just before election? What number would they put on?—A. They had no number. They would employ just as many as they could put on.

Q. How many have you seen employed just before election?—A. I reckon that just before the election in 1873 there were perhaps ten or twelve hundred men employed there in the yard.

Q. Was there any necessity for the employment of those men at that time particularly?—A. O, they were repairing ships, putting up buildings, fitting up a foundery there. They found work for them all.

Q. How long was it before they were discharged?—A. Some of them were discharged the day after the election.

Q. What was that for? Was there not as great necessity for them the day after the election as there was before the election?—A. A good deal of the work had been completed.

Q. Was there any left uncompleted and incomplete?—A. There were some of those men taken on that were not discharged for a long time afterward.

Q. Was there any greater necessity just preceding the election to work those men on that building than there was three or four months before?—A. The necessity was the order from Washington to complete such and such work. There would be greater necessity if they

wanted the work done beforehand. The ships lay as ships do here, in the stream, hauled out in the way, nothing doing on them at all.

Q. Do you know anything about the work in that yard? Do you know anything about the work required to be done in that yard at all for the good of the service?—A. Well, I should say that it would be for the good of the service to prevent all ships from going to decay.

Q. Didn't that exist three or four months before the election? Was there not the same necessity for the employment of that 1,200 men three months before the election as there was at the election?—A. I should think there was.

Q. Now after that, you say, orders came from the Navy Department to employ this force?—A. Yes, sir.

Q. Orders from what bureau of the Navy Department?—A. There were orders from Construction Bureau, and Yards and Docks Bureau. They don't say, "You will employ so many men." They say, "You will prepare such and such a ship for service as soon as possible;" that would be the substance of the order.

Q. Where was William L. Hanscom on duty in the fall of 1873?—A. I could not say.

Q. When was he on Mare Island?—A. He was on duty there May, 1871.

Q. When was Mr. Pook there?—A. He came there in 1872, I think.

Q. Was he there in 1873?—A. Yes, sir; Mr. Hanscom was there during the election in 1871. California elects members of Congress once in two years. The State election is once in four years. Mr. Hanscom was there during the election in the fall of 1871, and Mr. Pook during the election in the fall of 1873.

Q. Are there any other abuses that you know anything about, or any abuses at all at that island, that you can tell us about any further? Do you know of any iron or copper or other material belonging to the navy-yard that has been shipped from that yard?—A. No, sir.

Q. Do you know of any timber that has been shipped to that yard, belonging to private individuals, and still kept there?—A. Yes, sir; there was that.

Q. Whom did it belong to?—A. There was a boom of timber there down to one end of the island, stored there. Laurel there takes the place of a great deal of this nice white oak you are speaking about, in that country. There was a good deal of that. The ship-timber belonged to Mr. Montaigue, of San Francisco.

Q. What was the value of it?—A. There was a cargo, more or less.

Q. Do you know of any timber that had been rejected at any other navy-yard in the United States that was afterward delivered there and received?—A. Not to my knowledge.

Q. Do you know of any material rejected there at all, and then ordered to be received from the bureau at Washington?—A. No, sir; material such as copper, oakum, and white oak was shipped from the East. We don't have at San Francisco the advantage of markets that they have East.

By Mr. JONES:

Q. Did I understand you to say that they did receive live-oak at Mare Island besides that which was received from the New York navy-yard?—A. Very little. There might be a piece.

Q. Was there ever at any time any live-oak delivered there on that island or in its docks that belonged to private individuals, according to the best of your knowledge, received there for storage?—A. No, sir.

Q. Any other material received there?—A. Well, there was this Oregon pine timber used for masts and spars.

Q. Was that sold afterward to the Government?—A. Yes, sir.

Q. By order of the bureau?—A. Yes, sir.

Q. Where did they get their orders?—A. We would make a requisition; for instance, if they wanted a mast or a spar, they would make a requisition and describe it and state what it was wanted for, and they would say, "Can be furnished by so and so." Then the requisition would come back approved by the chief of bureau.

Q. Would the price be stated upon that requisition when it was sent to the bureau?—A. In most cases. Yes, sir.

Q. The order would come back approved?—A. Yes, sir.

Q. Do I understand you to say a large number of men were employed upon Mare Island just previous to a State election?—A. No, sir: not a State election. It was a congressional election. They only have a State election there once in four years.

Q. Would those men be discharged after an election of that kind?—A. Yes, sir.

Q. Very shortly after?—A. Yes, sir; there were some of them employed in 1873 discharged the day after the election—three or four hundred, perhaps, more or less, the very next day.

Q. Was that the same in 1873?—A. It was in 1873 I am speaking of.

Q. How was it in 1871?—A. There were not so many employed in 1871.

Q. I understood you to state that if a foreman or quarterman wanted a position on the yard, he was recommended by the State central committee for that position.—A. Yes, sir.

Q. Was there anything in your knowledge to the effect that Senator Sargent had anything to do with it?—A. Not of my personal knowledge. This order didn't read that it was by request of his.

Q. Were there a great many subordinate positions held there in the yard by appointments coming from the Department?—A. O, yes, sir; often. Men were employed by order of the Department.

Q. Do you know of any man being discharged from that yard for incompetency or dishonesty, and afterward replaced on the yard?—A. No, sir.

BOSTON, *March* 25, 1876.

Capt. WILLIAM F. SPICER sworn and examined.

By Mr. MILLS:

Question. What position do you hold in the Charlestown navy-yard?—Answer. I am commanding the rendezvous at the navy-yard. I have been serving in that capacity since the 11th of March, 1875. I was before that at sea. I was here in 1870, 1871, and 1872.

Q. In what position?—A. I was in charge of the equipment department.

Q. Do you know anything about a cargo of hemp being brought here or sent here by Mr. Cattell, of New Jersey?—A. I should have to refresh my memory by reference to books. It was some time ago. We were constantly getting hemp, agreeably to requirement.

Q. Do you remember a cargo of hemp sent here that was condemned, but you were ordered from Washington here to receive it?—A. I can't recall such an event.

Q. Would your books show that fact if it is true?—A. Doubtless.

Q. Do you remember anything about a board of survey that was made on some hemp and canvas, (which board found a deficiency,) over which board there presided Lieutenant-Commander Walker and Mr. Leighton?—A. I don't remember, sir.

By Mr. JONES:

Q You were at the head of that department at that time, were you not?—A. Yes, sir.

Q. Don't you recollect a board of survey being ordered to take account of stuff in the equipment department?—A. Yes, sir.

Q. Do you recollect whether it came out according to your books, or was there a shortage? Did that survey agree with your books at that time—with the record of your survey?—A. I believe it did. I shall have to refresh my memory. The books are there. I think they state everything. They must necessarily. They contain every proceeding that occurred.

Q. Somebody ordered you to make the books conform to the report?—A. It was ordered by the commandant to have the survey made of the stock on hand, and the result of that survey was sent to Washington and came back to the commandant, I believe, approved. That is the only present recollection I have of the circumstance. I have been separated from that department by two terms at sea. I can't recollect these matters at the present time as accurately as you may desire, but by reference to the books I think I could.

Q. How long would it take you to overhaul your books?—A. I have not the books. I could go to the office where they are and consult them. It would take some time. Captain McCauley is at the head of that department. He is equipment-officer and executive officer of the yard.

Q. I want you to look at the books for two facts—first, whether during the time that you were here as equipment-officer there was a cargo of hemp sent here by A. G. Cattell & Co. of New Jersey, which was condemned by a board of survey and afterward ordered to be received, and under whose order it was received; second whether a board of survey was ordered to take an inventory of the hemp and canvas, r to take any inventory of the stock of the equipment department, that found a deficiency in the hemp and canvas.—A. I remember a cargo of hemp arriving from Mr. Cattell; but with regard to its survey and condemnation I have no present recollection.

Q. Was it taken and used?—A. Doubtless it was if it was received and passed inspection.

Q. Do you remember whether it was good?—A. Yes, I think it was; but yet I can't be certain. It may have been inferior to other hemp we received, and may have been as good. We were in the habit of receiving only the best.

BOSTON, *March* 27, 1876.

Capt. WILLIAM T. SPICER recalled.

By Mr. HARRIS:

Question. When you were before the committee the other day you were asked several questions which you were not then prepared to answer. Can you do so now?—Answer. My research has not been so satisfactory as I would desire, but I have, perhaps, sufficient data to answer the two questions asked me on Saturday last, the 18th instant, "Whether a cargo of hemp, sent by Mr. Cattell, of New Jersey, was condemned and subsequently

ordered to be received, and by whom?" Two cargoes of hemp were received from A. G. Cattell & Co., one in July, 1871, or thereabout, consistingof 125 tons. Of this lot about 100 tons passed the usual inspection, and that amount was received. The balance was rejected and afterward sold by the contractors to Messrs. Sewall, Day & Co., I believe, of Boston. Of the second lot, consisting of 100 tons, about 42 tons passed inspection and were received; the balance was disposed of by the contracting parties, as in the previous case. This was in September or October, 1871.

Q. Was any portion of that hemp which was rejected upon that survey ever received in the navy-yard?—A. No, sir; it could not be received, possibly. It is all subject to inspection.

Q. Whether or not any portion of that hemp had been previously inspected. Were there two inspections of it?—A. No, sir; I don't remember two. Only one was necessary. One came over in a cargo and was inspected here. The other was inspected in the bonded warehouse, as near as I can recollect.

Q. The only thing I want to fix is whether or not Mr. Cattell undertook to have that inspected at a previous time and had it all rejected?—A. No, I have no record of that, or recollection of that. It was inspected, and part of it found not to be as good as we were in the habit of receiving—not as good as it is necessary to receive—and was rejected. The rejected part was sold, I believe, (we had nothing to do with that,) by Mr. Cattell to Sewall, Day & Co.

The second question was, "Do you know of any hemp that was ever rejected here and afterward received upon orders from the Department at Washington?" No, sir, never.

The third question was, "Do you remember a board of survey which was ordered to take an inventory of the stores in the equipment department and found a deficiency in the hemp and canvas on hand?" It was requested of Admiral Steedman, in command of the station at the time, that an inventory be taken of the stores on hand in the equipment office, which request was granted, and a board ordered by Admiral Steedman, consisting of the late Commander E. A. Walker, then lieutenant-commander, Master J. B. Eaton, and Carpenter William F. Leighton. An inventory was taken by these officers, and forwarded through the proper channel to the Bureau of Equipment and Recruiting in Washington. There was no record of any report of deficiency having been made by the board to the bureau. No report of deficiency was ever made to me, nor did I ever know of any.

Another question was, "Do you know whether any order came from the Department to open the books in accordance with the report of that survey?" The inventory was sent to the Bureau of Equipment and Recruiting through the commandant of the station, and returned to him, who ordered, through Lieutenant-Commander Walker, chief of the bureau and executive officer of equipment, that the books of the office be taken up and kept in accordance with the inventory, which was done. I was officially absent from the station at the time, Lieutenant-Commander Walker being in charge of equipment.

Q. So that if there was any deficiency, it was dropped out by that new account?—A. We were ordered to take up the accounts in accordance with the inventory made. In taking charge of the equipment office, I continued its business as I found it had been conducted by my predecessor. Before it became a separate department in the yard it had been blended with the department of construction, navigation, yards and docks, &c., and governed by a civil officer, a naval store-keeper. I do not know the history exactly of its transfer to a separate establishment, but have been told and led to suppose that no thorough system of organization was established in the beginning, that its books were imperfect and unreliable as means of reference, and so passed down from officer to officer, who for a long or short term of control were obliged to depend almost solely on the clerical ability supplied (generally of an inferior and unskillful order) to carry on its business. From such a confused and unreliable state of affairs, it is little to be wondered at if inconsistencies between statement of books and material on hand, either one way or the other, should be found in excess or otherwise. It was because certain material stated in the books to be on hand could not be found when required that the request for an inventory was made. I think it was in 1867 that the equipment department in the yard became a separate establishment. Previous to that time it had been incorporated with navigation, construction, &c., and governed by a civil officer, the naval constructor, as before related. I suggested that an inventory better be taken, and a new basis formed, that we might have something precise, and know what we had on hand and what we had not on hand, and the inventory was accordingly asked for and made, which was the first for a series of years, I believe.

Q. So that it would have been absolutely impossible to have detected the fraud if any material had been improperly taken away?—A. I don't see how it would have been possible to have formed any correct estimate of the stores under the old regime. It was necessary to have something to go by that was accurate and reliable.

Q. And you supposed this was the result of many years?—A. Doubtless a series of years.

Q. Is there any other fact within your knowledge upon the subject?—A. No, sir; I don't think of any other.

Q. What is your judgment in regard to the system of different bureaus?—A. I don't like it.

Q. You think that system has abuses?—A. Yes, sir.

BOSTON, *March* 25, 1876.

DANIEL A. STOREY recalled.

By Mr MILLS:

Q. I believe you were to give us some information this morning.—A. There is a copy of the certificate given to Donald McKay.

[Reads certificate as follows:

"BOSTON, *October* 28, 1874.

"Surveyed to Donald McKay, at his place of business, 29 p., 1,771 feet cubic, No. 1 white-oak timber, or 44 $\frac{1}{40}$ tons.

"DANL. A. STOREY,
"*Deputy Surveyor.*"

Q. That was at his yard?—A. It was outside of his place of business where this timber lay, just over the fence.

Q. Now, have you any estimate of what that timber was worth?—A. I don't know. It was not first-class. Most of it was long timber, but not large timber.

Q. That was after the completion of the hull of the Adams?—A. That was October 28, 1874.

Q. Was she launched then?—A. I don't know whether she was launched. I should think she was. because he was moving his stock. I think it was moved up to Chelsea Bridge, or the East Boston side near the bridge; I think Purcell & Fowle were the teamsters that moved it.

Q. Where does Mr. Purcell live?—A. He lives in East Boston.

Q. What are their given names and their residences and places of business?—A. Samuel L. Fowle, he lives on East Summer street, East Boston. Their place of business is Central Square, East Boston. Mr. Purcell's name, I think, is Charles. I don't know his residence. His place of business is Central Square, East Boston. You were speaking about the quantity of white-pine lumber. I should think Henry Jones would know about that.

BOSTON, *March* 25, 1876.

SAMUEL E. CHANDLER sworn.

By Mr. MILLS:

Q. Do you know anything about a report made by Isaiah Hanscom on the bending-machine?—A. Yes, sir; I wrote a report. He was one of a board ordered to examine and report upon it. I was at that time chief clerk in the construction department.

Q. We have got one report from him?—A. I will say that I had an impression that he wrote a report or a letter, or rather I wrote it at his dictation, unfavorable at one time. But I can't find any record of it. I have that impression in my mind, and I have recently attempted to look the matter up, but I have failed to find it.

Q. Whom was it written to?—A. I could not say whether it was an official letter or an unofficial one. but I have got that impression without being able to state decisively what it was, but I feel sure that it was this report that was on the record of the commandant's, and I am very certain that I looked at it within a week or two and found, very much to my surprise, that it was favorable. But the other is simply an idea that I had that it was unfavorable. Perhaps that was a letter to the Department, or it might have been a private letter that I wrote for him.

Q. Were you a clerk?—A. Yes, sir; but not appointed by him.

Q. Did you ever hear him express an opinion unfavorable to the machine unless it was in that letter?—A. No, sir; I do not.

Q. Do you know of any irregularities in the administration of the naval department here, in this yard?—A. No, sir; I don't think I do.

Q. Do you of any frauds perpetrated on the Government?—A. No, sir; I don't know of any.

Q. Do you of any lumber that has gone out without being ordered out by proper officers?—A. No, sir; I should not be likely to know it. It does not come under my department. I have the bills and requisitions simply.

Q. You don't know about false measurements?—A. No, sir; I should not be likely to know if such a thing occurred. The requisition is made for one hundred thousand feet of lumber. I keep a copy of the requisition and the date of approval, for the bureau, and when the bills come in I credit it to the requisition.

Q. Do you know of any contractors using money improperly to influence official action?—A. No, sir; I never did. You wanted to know, yesterday, in reference to a bill where no authority was stated; that was the bill of $62,000. I looked over the records; I can't find anything. That special bill I can't find—no official memorandum for the letter, or order pertaining to it. It is for $62,769.75, for live-oak furnished to Mr. Swift, July 2, 1874. I put down on the book, "No authority stated" Such was the case. The bills went on and

no authority by order of the bureau. Here is another bill which I have looked up, and I will read a statement which I have prepared [Reads the following statement:]

"May 28, 1874, a set of bills in favor of W. C. N. Swift, for delivery of live-oak timber amounting to $47,219.55, were approved and forwarded to the Bureau of Construction and Repair, with date of authority (January 15, 1874) indorsed thereon. June 29, 1874, these bills were returned from the bureau, with orders to have a new set made, in order that the amount could be paid from appropriation. Construction and Repair, 1874-'75. July 2 a new set was forwarded, as above directed. August 11, 1874, the last set was returned from the bureau, with directions to have a new set prepared, omitting the date of authorization, and August 14, the third set of bills was forwarded to bureau, with no authority stated for the purchase.

"The bill in question, for $62,679.75, I can find no special record of, but as there were ten or twelve bills returned about that time, to be made anew, and authority omitted, I presume this bill might have been treated in like manner without an official order to that effect. Am certain that the date of authority was omitted in the case of this bill, and it might have been done in compliance with a private order or understanding to that effect."

Q. This statement you make under oath?—A. Yes, sir.

Q. Has it been the practice of the bureau to order you all to make out your bills, going forward to the ensuing fiscal year?—A. Yes, sir.

Q. To what extent?—A. Well, sir, I should say $75,000—just from memory. It may be more and may be less. I have all the different bills throughout the yard in the different departments, but particularly in the construction department.

Q. It would be all bills that were due along in the money from the last appropriation made?—A. Along in the months of April, May, and June of the last fiscal year bills were made, and then returned, and the dates identifying them with that year were ordered to be omitted, for them to be paid for the ensuing year, out of the next appropriation.

Q. You would be ordered to make out your bills, dating them from the first of July?—A. Yes, sir; in order that they could be paid.

Q. So that if they were for articles furnished they would apply for articles furnished the next year?—A. Yes, sir; they were actually furnished in one year and directed to be paid from the appropriation for the next year.

BOSTON, *March* 25, 1876.

SAMUEL B. HAMLIN sworn and examined.

By Mr. MILLS:

Question. Where do you reside?—Answer. At Acushnet, Mass., a small town near New Bedford.

Q. What is your business?—A. My business is lumbering.

Q. Do you manufacture lumber?—A. I do to some extent.

Q. Do you furnish and supply ship-timber?—A. I do.

Q. Mainly for the whaling-vessels?—A. Whalers, merchantmen, and anything.

Q. Do you deal in ship-timber here in Boston?—A. I do, sir.

Q. With what classes of lumber are you most familiar?—A. I am familiar with our pine lumber and white oak.

Q. Do you deal in eastern pine, also?—A. I do not.

Q. Do you manufacture lumber from our Massachusetts timber?—A. Native pine; yes, sir.

Q. Do you know anything about the value or price of live-oak timber?—A. I am not much versed in that, and I don't know hardly enough to give you what would be correct. I know the prices we used to pay for it. When we used to build ships we used to put in particular sticks.

Q. Have you been accustomed to get out frames for whaling-vessels?—A. Yes, sir; for all descriptions of vessels.

Q. What would be your idea of about the value of live-oak timber delivered anywhere here in Massachusetts?—A. That depends very much upon its size.

Q. Suppose it is good-sized straight timber?—A. It has been offered here for a dollar a cubic foot, molded for ships—a ship of the size of 400 or 500 tons—and then it is sold by pieces at, I guess, from $1.50 to $2 a foot; certain sticks.

Q. Suppose I give you prices a dollar and a half a cubic foot in large quantities for straight timber, curved timber, fit for ribs, I suppose would be $1.85, and the principal pieces (you know what that means, I suppose) at $2.10, what would you say as to such prices as that, taking 50,000 or 60,000 cubic feet at a time?—A. I should think those prices were very high.

Q. How much too high?—A. I am not versed enough to give it to you correct. I makes a difference whether timber is molded or in the rough.

Q. This was rough timber, sir.—A. Large timber stands higher in the market than small timber, but a person cutting live-oak can get that large timber frequently, so that it will sell at a less price than you get the small timber, because it generally grows large. They work the small timber out of the limbs and crooked parts. The timber is large.

Q. Would you call that a heavy price for rough oak timber?—A. I should think it was a very remunerative price, to say the least.

Q. What is the value of spruce boards?—A. They vary. At the present time you can buy very good spruce board—dimension—I have had them offered to me at $15.

Q. How has it been within the last two years?—A. I guess, if you go back for the last year and a half—I guess dimension lumber was worth about $18 to $20, if it was large and long.

Q. How with spruce boards?—A. Promiscuous boards, in length and width, as they happen to come, were not worth more than $18 for the last eighteen months—I don't know but two years.

Q. What is square pine timber worth?—A. Well, with us our prices range—I am dealing in higher prices in pine. I have been getting for dimension pine anywhere from $35 to $45.

Q. Supposing you were getting out timber fit for the cap of a wharf?—A. Well, that is the cheapest kind of timber.

Q. How much?—A. Well, at the present time it is worth about $25.

Q. Supposing you go up to 14 inches square, and the same length—16 feet long?—A. It would be considered by Maine prices that $25 to $30 would be high.

Q. How about 6-inch timber lined?—A. That would be 16 feet long. I am retailing it out of my yard for $25, and that is $7 or $8 higher than I can go into the lumber-yard and buy it.

Q. Have you furnished any 4-inch pine for wharfing?—A. I have not recently.

Q. You know the price of pine plank for wharfing?—A. Well, they don't use much pine plank for that.

Q. They do in this yard.—A. With us, where they use soft plank for bridging, they use spruce; have not sold any for that purpose the last year. But I saw some at Provincetown the other day that came from somewhere in New Hampshire, sold and delivered in Provincetown for $25.

Q. Now, what about white-oak plank for ship's planking, which I suppose you know all about? You have a mill on purpose to saw off ship's planking?—A. Yes, sir.

Q. You furnish planking for New Bedford whalers?—A. Yes, sir; and bring it to Boston.

Q. Do you furnish a good quality?—A. Yes, sir; but I will explain a difference. Our plank I consider a better quality than any other plank you can get; but it is not so long or so wide. It is, however, better for ship use. I have sold it here in this yard, and it is actually better than western or southern plank.

Q. Is it so considered?—A. The way we give out our contracts it is pasture-oak—that we are selling to-day in New Bedford for in-board and out-board; first quality out-board for $60 a thousand, delivered at New Bedford or delivered here, and that is above the market-price. You can go right over here to-day and buy it for about $50.

Q. How has it been for the last eighteen months?—A. For the last two years we have not sold at over $60.

Q. You are now giving us the prices for which you retail it from your mill?—A. Yes, sir; delivered at New Bedford or Boston.

Q. What could you have bought southern plank for the last two years?—A. I have never dealt in that, but I tell you they can sometimes buy mine for less. When we have oak we saw it, and take it and stick it up. We keep our pine in dock.

Q. You deal more largely in ship-timber and ship-materials of this class than any other man in New Bedford?—A. Yes, sir; twice as much.

Q. Do you know Mr. Swift, of New Bedford?—A. Yes, sir.

Q. Is he in the lumber business?—A. Not except in the live-oak business.

Q. Does he do that himself?—A. He carries it on.

Q. Does he cut the timber?—A. No, sir; he does not go out there hardly at all. He and his brother Adolphus were out there.

Q. How long have they been selling ship-timber to the Government?—A. You have asked me too much. For forty years or more; before I went to New Bedford to live.

Q. They are called the live-oak Swifts, are they not?—A. Yes, sir. The father of them is gone, and one or two of the brothers. The firm now goes by the name of the Swift Brothers.

Q. Have they any other business except this live-oak business?—A. William C. N. Swift has been engaged in whaling, and owns a large amount of property.

Q. Do you know anything about their contracts with the Government?—A. I do not, only by hearsay, and that is nothing. They are reputed to make a great deal of money on their live-oak contracts. It is so considered.

Q. Are they square men?—A. I furnish Mr. Swift with pretty much all the timber he has for repairing his ships, and have for a number of years. He is very square; but they are sharp, shrewd men, though very fair men.

Q. They don't sell any live-oak timber in New Bedford?—A. Very little. Occasionally they have had part of a cargo to retail out, but not much.

Q. What are pine plank for in-board worth?—A. Well, the best quality of pine in the high prices is worth here—if I want to come here to buy it they would ask me about $30—8 cents per foot for the best. For one plank or so, they might ask a cent more a foot.

Q. How has it been in the last year?—A. I think it is worth about $60—$50 or $60, according to what purpose it is for.

Q. You could buy it at wholesale for $45?—A. O, yes; they buy now for $25 what they used to pay about $40 for, and I think they buy for $30 or $40 what they used to pay $55 or $60 for, certainly.

Q. Do they use pine plank for planking the whaling-vessels?—A. They do outside amidships. What they call the hood-heads forward and aft are generally of oak.

Q. Are not the vessels built for whaling service very strong, heavy vessels?—A. They are considered the best vessels that go to sea.

Q. Are they better than the Government vessels?—A. I don't know as they are. They used to be fastened with copper, but now they are fastened with galvanized iron.

Q. Do you know what it is worth to build a vessel of, say, 700 tons, to build the hull and spars; what is it worth to build such a vessel copper-sheathed?—A. Copper-sheathed is very different from copper-fastened.

Q. Suppose you put in galvanized bolts and copper sheathing?—A. I guess where they use copper sheathing they have to use copper fastening or composition fastening.

Q. What is the price right through to build the hull and spars with common white oak?—A. They are getting ships built in Maine that rate in the French Lloyds for six years as A 1 for $47 per ton.

Q. Suppose you made it A 1 for eleven years at Lloyds; *i. e.*, hull, spars, and iron-work complete, but not sails?—A. Do you mean the spars in place?

Q. No, sir; the spars would be alongside.—A. I am interested in a ship that is over here on the stocks, that the Lyons have taken possession of, and we think we shall not be able to get more than $47 per ton. She is just as good as she can be, fastened with galvanized iron. The inspector told me the other day that she was just as good a ship as he ever inspected in his life. She is not named, but is over there on the stocks in Donald McKay's yard. She has been built ready to launch for a month. Mr. Samson built her and got her along a certain distance. I furnished the frame for her. A man by the name of Gorham got her up, and Mr. Samson was to build her. She would cost, free of all these things, about $81,000—1,450 tons, carpenter's measurement.

Q. Do you know anything about the bending-machine they have in this yard? Have you formed any opinion as to the practicability of bending timber by this means to be used in ship-building?—A. My idea of bending timber is that it is not practicable unless you have a very clear, clean kind of timber. Supposing you have had a large lot in the center of that ship, steaming would not soften it so but what it would break in bending. They say they work very well, but I never yet have found that they would.

Q. Would you judge that it must weaken the timber?—A. No. If they can confine that knee by bending it thoroughly and backing it properly, I don't know but it would make a very good knee. But I should prefer a good living knee.

Q. Could you not get one out as cheap as you could bend that?—A. No; I guess not. I guess you could get them out cheaper by bending.

Q. Do you take into account the cost of the bending-machine?—A. No, sir; I did not.

Q. If you had as much ship-building as you could do all the time would you think it could be as cheap to expend $160,000 for a bending-machine for bending timber as to hire hands?—A. I should hire hands, decidedly.

Q. Don't you understand that the fibers are drawn up by bending?—A. Yes, sir.

Q. Don't that destroy its value?—A. It may in a measure, I suppose. But when you draw it up, when it is once cool it forms a little in the backing. The strength would depend very much upon the fitting. If that knee was properly fitted in its place after being fastened, it would hold the strength of that timber there.

Q. Would it be as likely to last as long as though it was in its perfect shape?—A. In some instances it might, and in others it might not.

Q. Would not the displacement of the grains of that wood be more apt to make it decay?—A. It may make it loose so that it will absorb. I can describe it to you a little in another form. We have on our whale-ships bent davits that hang on the side of the ship to put boats on. Now, where they have heavy ones and put them on good they saw them into three pieces before they bend them. That prevents the fibers from pulling apart, and it will not cramp inside. This being sawed in here gives it a chance to work. If you bend it as you bend your knee you have got the displacement as in the other. You have got to get shrinkage on that side even if you bend it.

BOSTON, *March* 25, 1876.

WILLIAM W. WOODHULL sworn and examined.

By Mr. MILLS:

Question. What is your office?—Answer. Paymaster United States Navy.

Q. What part of the duty of paymaster do you perform?—A. Pay the mechanics employed in the navy-yard, and also officers employed in the yard, officers on leave and awaiting orders, and officers on the retired list in the vicinity of Boston.

Q. Is it your duty by virtue of your office to pay any contractors?—A. No, sir.

Q. State whether you have any of the preparation of the eight sloops-of-war placed in your hands?—A. I have.

Q. When was that done?—A. Well, I don't remember exactly now, sir; but it was soon after I came here. I came here in December, 1873.

Q. What amount was placed in your hands?—A. Really I could not say without referring to my books. I think it was about $125,000 or $130,000.

Q. What was done with that money?—A. It was paid to mechanics in the construction department. It was paid out to mechanics here in the yard.

Q. The whole of it?—A. Yes, sir.

Q. To laborers?—A. Yes, sir. I don't know who the parties are or for what purpose money is paid. I am instructed to draw every month for different departments and pay-rolls.

Q. Was any of that money expended in the preparation for building the eight sloops of war?—A. I could not say, sir.

Q. Did you pay any of it on checks to Donald McKay?—A. No, sir.

Q. He is the only man who built those sloops of war voted by Congress?—A. I think so. I have no means of knowing to what the money is applied. I paid it to Government employés. I did not pay any of it to contractors.

Q. Do you know of any misappropriation of public funds here?—A. No, sir.

Q. Any misappropriation of public property here?—A. No, sir.

Q. Do you know of any abuses in the navy-yard the correction of which you could suggest to the committee?—A. No, sir. I know very little about what is going on here. My duties are entirely in the office, and I have no connection with matters outside.

Q. Now, be kind enough to make out the figures for us—statements of the amount of money you have got from the Government, and when you got it; all the money you have gotten of the appropriation for the eight sloops of war. Do you know of any one man that is on your pay-roll that you pay twice?—A. No, sir.

Q. You pay it out to the heads of departments?—A. No, sir; to the individuals themselves. The pay-rolls are made out by the heads of different departments and sent to me.

Q. Do you know of anybody that draws money that does not perform any duty?—A. No, sir; there are a good many men employed in the yard that do not perform much duty.

Q. Is there any that you know of who do not perform any duty and yet draw pay?—A. No, sir.

The following was subsequently received from the witness, and ordered to be made part of his testimony:

PAYMASTER'S OFFICE, UNITED STATES NAVY-YARD, BOSTON,
March 25, 1876.

DEAR SIR: In compliance with your request, I have the honor to submit the following statement of the amount received and disbursed by me at this station from appropriation "eight steam-vessels of war:"

December, 1873	$125,000 00
April, 1874	5,000 00
May, 1874	6,500 00
June, 1874	1,039 26
Total	137,539 26

I am, sir, very respectfully, your obedient servant,

WM. W. WOODHULL,
Paymaster, United States Navy.

Hon. R. Q. MILLS, M. C.,
Chairman Sub-Naval Committee, Boston.

BOSTON, *March* 27, 1876.

PHILIP E. CASSIDY sworn and examined.

By Mr. MILLS:

Question. Do you know anything about any abuses in the navy-yard?—Answer. I do, sir.

Q. State them to the committee.—A. Well, when I first received my appointment in the yard, I found that I could not have charge of the material that came under me; that parties were expending it without my knowledge, and when I sought to make inquiries I was given to understand that it was none of my business.

Q. Who gave you to understand that?—A. Well, the civil engineer.

Q. What was his name?—A. Mr. Hastings. I attempted to discharge the men who came under me, who came under my rule, especially the man who had charge of the lumber, and he was transferred from my rule to the foreman of laborer's rule, and still continued in the same place, and then he was eventually discharged, and a man by the name of Coleman, laborer, was put in his place. The first man's name was Henry Cotton.

Q. Are you on duty in the yard now?—A. I am, sir.

Q. Were you then?—A. Yes, sir.

Q. Have you been continued ever since?—A. Yes, sir.

Q. You are in the civil engineer's department?—A. Yes, sir.

Q. Now, what about Mr. Cotton?—A. He was rated as a wharf-builder in charge of the lumber, and he had the receiving of stock, &c., and I never was allowed to have any say about the quality or anything of that kind, and I reported him.

Q. He had charge of the timber himself?—A. Yes, sir.

By Mr. HARRIS:

Q. What is your duty?—A. I am foreman of joiners.

Q. Who has the proper custody of the lumber?—A. I always thought I ought to have it.

Q. Do you know who had it at that time?—A. This Mr. Cotton had it at that time.

Q. What was his duty?—A. His duty was in charge of the lumber-sheds, but I thought I should have something to say.

Q. No matter about that; I want to find what your exact relation to the business was. Was Mr. Cotton under you or over you?—A. He was under me, as a wharf-builder.

Q. You were a wharf-builder?—A. I am a joiner, and have charge of all the wood-work in the department.

Q. You are foreman of joiners?—A. Foreman of joiners, sir.

Q. As foreman of joiners, was it your duty to receive, inspect, and deliver lumber?—A. Well, I required lumber for certain purposes, and I think it was.

Q. Do you know whether it was your assigned duty or not?—A. It is now.

Q. Was it then?—A. My superior would not sustain me in it.

Q. Your superior did not assign that duty to you?—A. No, sir.

Q. You claimed that you were entitled to have charge of it?—A. Yes, sir.

Q. And you were not sustained in it?—A. No, sir.

By Mr. MILLS:

Q. But he assigned it to one of your subordinates?—A. He assigned it to a journeyman under me.

By Mr. HARRIS:

Q. Now, you can state anything you know about any frauds or wrongs in the yard.—A. I succeeded in discharging that man. I did not have any confidence in him, and I was required to sign receipts for lumber received, expended, &c. Then there was another man assigned to it, transferred from my gang. I found that lumber was sent up to the mill and manufactured there, and I went to the mill-man and inquired by whose order. He said by Mr. Coleman's order; he sent it up from the lumber-sheds; and I went to see him about it. I told the man at the mill not to manufacture any without orders from me. He was a journeyman under me. Then I saw Mr. Coleman, and wanted to know by whose order he sent the lumber up there, and he said by order of the store-clerk.

Q. What was the store-clerk's name?—A. William H. Herbert was the store-clerk then; he is not on the yard now. I caught him afterward in a copper scrape.

By Mr. MILLS:

Q. State what the "copper scrape" was you caught him in,—A. There were two of us appointed together, Mr. Whitney and I. The store-clerks and their subordinates used to give us considerable trouble about signing vouchers, &c., for material we were positive was never required or expended and we refused to sign, and there was a ring of them.

By Mr. HARRIS:

Q. Don't talk mystery; tell us exactly what took place.—A. I will, as well as I can. They threatened to have me removed.

Q. Who?—A. A man named George Gershom; he was the spokesman.

Q. What was he?—A. He was a gas-fitter in the machinists' gang, assigned to the storehouse as assistant clerk.

Q. Who else were in that "ring?"—A. Well, there was the foreman of sail-makers, in nother department.

Q. What was his name?—A. Bibrono; he is dead now; and this Coleman and Herbert; that is all.

Q. Now, what did they say to you?—A. Well, they presented vouchers to me to sign for material that I had never required or expended, and I refused to do so. Then I heard that they were going to have me removed, with other parties.

Q. Who told you?—A. Well, it was generally understood that a party had gone on to Washington from this city.

Q. Do you know anything about it?—A. I only know what they say themselves.

Q. Well, who say?—A. I heard this Gershom say at one time that within 24 hours I was going to be removed.

Q. For what?—A. Well, they wouldn't say for what.

Q. Do you know for what?—A. I am positive in my own mind it was because I wouldn't help them out in signing for this material.

Q. Was it your duty to sign for material?—A. It was my duty to sign for material that I had drawn and expended.

Q. What material did they ask you to sign for which you refused to sign for?—A. They asked me to sign for lumber.

Q. How much in quantity?—A. Well, many times; I can't say how much.

Q. Do you know whether any such lumber was used?—A. I know there was lumber used, and I signed for it.

Q. Do you know what became of the lumber which you refused to sign for?—A. I traced part of it to the store-house, sir.

Q. Not *from* the store-house?—A. No; to the store-house from my mill. It was worked in the mill, and sent back to the store-house.

Q. It was originally in the timber-sheds, and was taken from them and went to the mill, and was brought back to the store-house?—A. Yes, sir; I traced it thus far.

Q. Would that be right or wrong?—A. Wrong.

Q. Why wrong, if it is only taken from the shed, worked, and put back into the store-house? They wanted you to make the certificate that it had been used, did they?—A. That I had expended it.

Q. Do you know the object of that?—A. Well, I detected them in taking out metal and hardware afterward. I was the means of catching some of the parties.

Q. Confine yourself to the lumber; I will come to the metal afterward. Do you know the object of that change?—A. I am positive the object was to take it out of the yard; to deliver from the store-house on somebody's pass.

Q. Did you learn that there was a shortage anywhere, and that they were trying to cover that up?—A. Yes, sir; I knew there was a deficiency.

Q. Did you know there was a deficiency during the time of Mr. Hastings?—A. I heard so.

Q. You had the impression that he was delivering lumber from the store-sheds without authority?—A. Yes, sir.

Q. Have you any absolute proof of that?—A. Nothing more than I traced it to the store-house and never saw it afterward.

Q. Did you trace that particular lot of lumber to the store-house?—A. I heard it was sent to the store-house.

Q. Did you go to the store-house and see?—A. No, sir; I have been to the store-house and seen what I could see: but I could not get into the departments.

Q. Do you know that that same lumber was afterward improperly delivered to anybody?—A. No, sir.

Q. Who told you to mind your own business?—A. Mr. Hastings.

Q. Was Mr. Hastings your superior officer?—A. Yes, sir; he was my superior officer. I went to him with these vouchers that had been sent to me, and told him I wouldn't sign them, &c.; and when I wouldn't sign them, they were taken from me.

Q. By whom were they signed?—A. That is a question I don't know.

Q. Then they asked you to sign for lumber said to have been used in your department, which you knew had not been?—A. Yes, sir.

Q. Can you not give the committee some idea of the quantity or the number of times that that thing was done?—A. Well, when I had refused three or four times, I was not troubled with the lumber after that. I didn't have anything to do with receiving it, or anything about it.

Q. Didn't you have charge of the lumber in your own department?—A. Yes, sir; I kept the run of it, and I signed for what I received.

Q. Now, can you give the committee to understand how much you were asked to sign for which you know was not used in your department?—A. I cannot.

Q. Can you give any idea of the amount?—A. I have been asked to sign for from 1,000 to 2,000 feet at a time.

Q. How many times?—A. Well, three or four times.

Q. Did you sign for all that was actually used in your department?—A. Yes, sir. By the way, the detective at the gate was in that ring.

Q. Who was he?—A. His name was Adlington.

By Mr. MILLS:

Q. Where is he now?—A. He was turned out of the yard on account of the copper scrap that we caught him in afterward.

By Mr. HARRIS:

Q. You say he belonged to the ring. Do you know of his doing anything in regard t lumber which was improper?—A. I don't know that he had anything to do with the lum ber, only he had charge of the gate, and anything he saw fit to pass was all right.

Q. Would he pass anything for which there was no ticket?—A. He did afterward; it wa proved.

Q. But with regard to lumber, you do not know?—A. No; I don't know.

Q. Now, will you tell all you know about that copper scrape, in your own way?—A. knew they were after me, and I made up my mind——

Q. Don't talk in that way; tell us what you know. You say you knew "they wer after you;" who were after you?—A. This ring.

Q. Who were the ring?—A. Mr. Adlington, Mr. Herbert, Mr. Gershom, Mr. Coleman, and the civil engineer, Hastings.

Q. That was how long ago?—A. That was in 1872 and 1873.

By Mr. MILLS:

Q. Was his clerk in it?—A. I think he was interested.

By Mr. HARRIS:

Q. You know perfectly well we cannot take your suspicions. We want to get at some facts upon which you base that idea of yours. Can you tell why you formed that opinion; what acts they did?—A. Well, I know that this clerk went with Mr. Hastings to see Alexander H. Rice, the present governor of this State, (he knew he was a friend of mine,) to see if he couldn't have me removed.

Q. Did you have that from Mr. Rice?—A. I have not got it direct, but my friends have.

Q. That is what you mean by saying they were "after" you?—A. Yes, sir. Then, in relation to the copper, I missed packing-lumber going from my shop, and I traced it to the store-house; and they had a laborer in the store-house, and I interviewed the laborer, and he gave me the intimation that they were stealing this material right along out of the store-house.

Q. Who was that laborer?—A. He is John Donovan.

Q. Where does he live?—A. He is at present in the store-house, and he agreed to let me know when they would take load out. I told him if he did that I would trip them up; but it seems he let them slip, and it failed; and I went to him again, and I says, "It is your duty, as an honest man, to let me me know;" and he said he would. So on the evening of December 10, 1873, he came to my house and told me, (I had heard the hammering and packing going on myself inside the iron door,) he came and told me that they were all ready to send out a load, and that they would send it out in the morning. This was between 9 and 10 o'clock, I judge. I told him I would attend to it. I immediately went up to the boss machinist's house, (Mr. Whitney,) and told him that we would bag this gang of thieves, or something of that kind, if he would lend a hand. He said he was in for it. And then I went to a brother-in-law of mine, who fires up for this building, and I let him into it. I knew they were pretty smart and pretty hard to catch, and he said he would take hold. I requested Mr. Whitney to stay here and see who received the pass at the main gate. I took my station at the store-house to see it delivered, and stationed the fireman (Mr. Durkin) in a mill out on Water street, gave him a description of the driver, and told him to follow that team and report immediately back to Mr. Whitney, and Mr. Whitney was to report to me, and I was to see the commodore. So it was delivered according to the programme in the morning at bell-ring.

Q. By whom?—A. It was delivered from the loft, through the hatch, to a teamster—Mr. Noble. Mr. Whitney saw this Mr. Adlington at the gate take the pass, and the fireman followed the team over to Hawkins street to a brass store, and immediately reported to Mr. Whitney. Mr. Whitney let me know, and I went and notified the commodore, and the commodore sent the captain of the watch, with Mr. Whitney and I, and within half an hour of that time we had possession of a box of copper and two boxes of pig-tin; but the boxes that the pig-tin was in were broken up, and the pig-tin piled against the furnace. We took possession in the name of the Government.

Q. How much was there of that material in value?—A. A thousand dollars, or thereabouts, I guess. Then Mr. Gershom jumped.

Q. What do you mean by that?—A. He cleared out.

Q. He ran?—A. He ran, and he had to shoulder the load, and that was all there was about it.

Q. Was he caught?—A. No, sir.

Q. Was anybody convicted?—A. No, sir. The district attorney gave us to understand that they would find the Scotch verdict.

Q. Not proven?—A. Not proven.

Q. Was the case brought before the courts?—A. Yes, sir.

Q. What parties were attempted to be indicted?—A. The gate-keeper, the teamster, and the man who received the material.

Q. The man here in Boston was charged with receiving stolen goods, and the other two men with stealing?—A. Yes, sir.

Q. What do you mean by saying that the district attorney said they would give the Scotch verdict?—A. Well, that is what he said.

Q. Who was he, Mr. May or Mr. Cheney?—A. No; it was the United States commissioner, Mr. Hallett.

Q. Was Mr. Sawyer then United States district attorney?—A. Yes, sir.

Q. What did he tell you—that there was not proof enough?—A. That there wasn't proof enough. We got the material, at any rate, that they bagged here; we found that.

Q. This man Gershom ran away?—A. Yes, sir.

Q. Has he ever been captured?—A. No, sir.

Q. Was the party who delivered the goods prosecuted?—A. No, sir. A man by the name of Frisby delivered the goods, by order of Mr. Gershom. They had him up as an accomplice.

Q. Were all those persons removed from the yard?—A. The commodore removed the store-keeper, Herbert, and Gershom ran and never has come back, and Adlington was removed by order of the Government, I believe.

Q. Is there anybody who was engaged in that conspiracy or fraud now at work upon the yard?—A. No, sir; not that I could say was engaged in it.

Q. As far as you know, did the officers in the yard do their duty in attempting to convict those people?—A. Yes, sir.

Q. Then, the truth is, you discovered a gang of thieves, who were employés in the yard, and you broke them up?—A. Yes, sir.

Q. Had the civil engineer, who is now dead, Mr. Hastings, anything to do with it?—A. Well, yes, sir.

Q. What?—A. I don't like to talk about dead men.

Q. We want to know about dead men as well as those who are alive.—A. He came to me and took on very hard.

Q. What did he say?—A. He wanted to know if I wanted to put him in Dedham jail.

Q. What did you tell him?—A. I told him I didn't want to put any honest man in Dedham jail.

Q. Did you doubt his integrity then?—Yes, sir; I always doubted it.

Q. Do you believe that he allowed lumber and material to go out of the yard improperly?—A. Yes, sir.

Q. Do you attribute that great deficiency in lumber, found in the engineer's department, to his administration?—A. Yes, sir.

Q. Has there been anything of that kind going on in any department since the present man came in?—A. I don't think there has.

Q. Have you seen anything indicating that Mr. Granger has allowed lumber to go improperly out of the yard?—A. No, sir; I don't think anything has been stolen and passed out of the yard.

Q. You say you knew for a long time that there was a deficiency of lumber in the engineer's department?—A. Yes, sir.

Q. How long had you known it before Mr. Granger came in?—A. I knew it within two months after I came in myself as foreman.

Q. How long were you here before Mr. Granger came?—A. I have been here since June 11, 1872.

By Mr. MILLS:

Q. Do you know anything about this dredge-boat?—A. I do, sir.

Q. Do you know anything about the amount of material that was used on that dredge?—A. I know what I used.

Q. How much did you use, in value?—A. I could give it to you exact; between three and four hundred dollars, perhaps.

Q. Were you not a witness before the examining board?—A. I was.

Q. That material belonged to the Government?—A. Yes, sir.

Q. By whose order did you use that material?—A. By order of the engineer.

Q. What is his name?—A. Brownell Granger.

Q. The same man who is here now?—A. Yes, sir.

Q. Did you make a report of the material used on that boat to Mr. Brownell Granger?—A. No, sir.

Q. Did you make a report to any one?—A. No, sir.

Q. It would have to be charged on the books, would it not?—A. Yes, sir; I keep it on my books.

Q. Don't you make a return to your superior?—A. I do, if he calls for it. I am always ready to make reports.

Q. You were asked if you made a report of the labor and material expended in your department, and you said "yes." Are your records of the labor and material expended in your department contained in the book you have with you, the same as those you returned to the civil engineer?—A. Yes, sir.

Q. So, you must have made returns to him?—A. We have returned our books since the trouble.

Q. Were the returns that you made to the civil engineer the same as you have on your books?—A. Yes, sir.

Q. Were not the names of the mechanics employed mentioned on one and not on the other?—A. I have the names of the men and everything in my book. I make two reports—one in the morning and one in the evening, and do not give the men's names.

Q. When did you commence work on the dredge?—A. I commenced about the 20th or a little after, of June, 1875. I know t e machinist commenced first on the machinery, and in a few days after I commenced.

Q. Where was the material used in repairing the dredger drawn from?—A. Drawn from the ship-timber sheds and the store, sir.

Q. All of it the property of the Government?—A. Yes, sir.

Q. Was any portion of the labor expended on that dredge the labor of the Government of the United States?—A. Yes, sir.

Q. How much of it?—A. Not much, in my judgment; I hired in a gang of men.

Q. Were the figures you gave to the board that investigated that matter correct?—A. Yes, sir; I would swear to them.

Q. Do you recognize these as being your figures: "Fifty days' labor, $163.52; material, $171.41?"—A. Yes, sir.

Q. Is that correct?—A. Yes, sir; that is correct.

Q. From whom did you receive the order to expend that material in repairing the dredge?—A. The civil engineer.

Q. And from whom did you receive the order to employ the labor of the Government on it?—A. From the civil engineer, sir.

By Mr. HARRIS:

Q. Did you hire on men for anybody else?—A. I hired on carpenters and calkers for the contractors.

Q. Who paid them?—A. The contractors, sir.

Q. Who were the contractors?—A. A man named Isaac Lewis.

Q. Do you know whether Mr. Lewis paid Mr. Granger anything?—A. No, sir, I don't; yes, he paid Mr. Granger, and Mr. Granger paid me the money for the outside men.

Q. I mean outside of the yard; do you know whether he paid him anything for his assistance in having work done here?—A. No, sir.

Q. You don't know anything about that?—A. No, sir; I don't know anything about that.

Q. Who ordered you to take on additional men to do that work?—A. Mr. Granger.

Q. He told you that Mr. Lewis would settle for it?—A. That he would be responsible; that Mr. Lewis would pay for it. He told me that he would be responsible for it.

Q. Those men were settled with by Mr. Lewis?—A. Yes, sir; they were never on the yard-rolls at all.

Q. How long after you got the order to fit up the dredge was it before you took on those laboring-men?—A. I got orders to get ready a few days, perhaps a week, ahead—perhaps the 17th or 18th of June, and got ready, and then I immediately hired on the men.

Q. Did you do any work on that dredge after it was launched that was paid for by the Government?—A. I did, sir.

Q. Did you do any work on her after she was in the stream?—A. Yes, sir.

Q. Did you send any material on board of the dredge after she was afloat?—A. Yes, sir.

Q. What was it?—A. Well, I sent cleats, and a stick for a spoon-handle, or shovel-handle, and a number of little things.

Q. Was any material sent from the store-house while she was out in the stream?—A. I don't remember that there was, in my line.

Q. What was the character of the work done by Government in your department on her?—A. Well, we found the dredge hauled up on pile-capping; piles drove to receive ship's ways. She was hauled upon them, and she was snagged by the flood-tide. It lifted her enough to let a pile head under her, a cut-off pile, so that her bottom was badly damaged; chawed up. I jacked her up with hydraulics, and shoved under her a couple of her own spuds, made launching-ways of the spuds, and hauled her up out of the mud, and then jacked her up, and blocked her up, and repaired her bottom, put in new bulkheads, caulked her, repaired her decks, put in a state-room, and gave her a general overhauling.

Q. In what condition was that vessel when you commenced repairing her; was she sunk in the water, or up on blocks?—A. She was up on the capping of the way-piles.

Q. Was that boat injured in any way while Mr. Lewis had it; did it come back to you for repairs at any time during the time he had it?—A. No; she never came back for repairs until she came back for good.

Q. Never came back after she went away until she came back to stay?—A. No, sir.

Q. How long did he have her?—A. I think he had her all of three months; I could not swear to the exact time. I did not keep account. I was not interested in it.

Q. During the time he had her, he did not send her in for repairs, that you remember of?—A. No; she was never towed back.

Q. Do you remember whether in your report you made to the civil engineer, you gave the names of some of the Government hands that were at work on that boat, that were omitted from the report of the civil engineer to the next officer above him?—A. I never gave the names from the reports; I gave the number of men, so many men on the dredger, so many men on buildings.

Q. Do you know anything about any Russia hemp that has been improperly used in the yard?—A. No, sir.

Q. Do you know anything about any coal-dust that has been improperly used?—A. No, sir.

By Mr. HARRIS:

Q. You say the whole amount of labor and materials expended by you on the dredger is correctly stated in your former report?—A. Yes, sir.

Q. That amount was all expended by you upon the dredger in obedience to the orders of Mr. Granger?—A. Yes, sir.

Q. A correct account of it was kept by you?—A. Yes, sir.

Q. And a report made to him?—A. Yes, sir.

Q. When you first began work on that vessel, she was so far injured that the tide came into her?—A. Yes; the tide ran right into her.

Q. You made her bottom tight?—A. Yes, sir; nearly replanked it.

Q. You built a state-room for the officers, and a room forward for the crew?—A. Yes, sir.

Q. Were there such apartments in the boat before?—A. There was a work-shop in the boat before. It was all ripped out. There was nothing in it when I took hold of her.

Q. Do you know whether any work was done upon that vessel by other departments?—A. O, yes; we all worked together.

Q. What other departments in the navy-yard furnished labor or materials to repair that boat?—A. Whenever I require laborers, I go to the engineer and tell him. I do not hire laborers myself. I went and get laborers from the foreman of the laborers in the yard by order of the engineer. My men helped the machinist in handling his work and so on.

Q. Did the machinist furnish material and labor, and did the steam-engineer furnish any labor and material?—A. I guess nothing outside of our own department. We all worked together.

Q. Does your account give the whole business?—A. No, sir.

Q. Then the steam-engineering department did something on that boat, did it?—A. The machinist in our department, not the steam-engineering department.

Q. He did something there which he ought to have an account of?—A. Yes, sir.

Q. What other foreman furnished labor and material?—A. I saw the painters at work on board there.

Q. Who else?—A. The machinist had charge of the laborers' time. I did not keep their time; never did keep their time.

Q. You kept the time of the men from your department?—A. Yes, sir.

Q. Did he not keep the time of the men in his department?—A. I do not know. He is supposed to look after his own men, and take their time.

Q. To whom did you go for laborers?—A. I went to Captain Hutchins.

Q. And he gave you labor of which you have no account?—A. Yes, sir; I had his laborers at work with me on the wharf.

Q. Do you know whether he has an account of the labor which he furnished for that boat?—A. I don't think he has.

Q. Can you give the committee any idea of how much labor was employed from that department?—A. I think I had three men myself, and I am inclined to think Mr. Whitney had two or three. I guess there was five or six all told.

Q. Mr. Whitney is what?—A. Machinist.

Q. You say there were men employed there from the laborers' department?—A. From the laborers' and masons' department. I know I had one or two men that belong to the masons' department that were with our gang, and I used them in my shop.

Q. Have you any idea what the whole amount of labor and material put on that by the Government was?—A. We made an estimate and I think we estimated it would cost about $2,000 to put her in order.

Q. Was all the work done by you?—A. No, sir; I hired in calkers and carpenters.

Q. How much did the calkers' and carpenters' work amount to that Lewis paid for?—A. I paid out over $500.

Q. Which you understood came from Mr. Lewis?—A. Yes, sir.

Q. Was the rest done by the Government?—A. Yes, sir.

Q. So that you judge there must have been some $1 200 or $1,500 expended by the Government on that boat?—A. I do not know. I cannot swear, you know, how much was spent on her. She was put in good condition.

Q. Was any new hemp or new rigging put on her?—A. Yes, sir; there was rope put on her.

Q. Where shall we find an account of that?—A. That was required at the store-house.

Q. Who would have charge of the account?—A. The store-clerk.

Q. What is his name?—A. Delano.

Q. Would he have charge of all the things delivered to that vessel except the lumber?—A. I cannot get anything unless it is delivered by the store-keeper, sir.

By Mr. JONES:

Q. Where was that lumber used that you were asked to sign for?—A. I cannot tell you sir?

Q. Do you not know what became of it?—A. No, sir.

Q. Are any of the members of that "ring" in the yard, now?—A. No, sir; I cannot say there are.

Q. How long has it been since any of them have been employed on the yard?—A. Not within a year.

Q. Did you furnish the lumber from your department that was used in repairing the dredger?—A. Yes, sir; there was no material brought into the yard for it that I know of.

Q. Did the store-keeper furnish the oakum to calk that dredge?—A. Yes, sir.

Q. Did he furnish the putty and tar?—A. No, sir; the putty and tar was borrowed from construction, to be repaid.

Q. Do you know whether they repaid it or not?—A. I do not, sir.

By Mr. MILLS:

Q. Who was the chief of construction at that time?—A. I think Mr. Sampson was acting at that time.

By Mr. JONES:

Q. Did I understand you that you made a report to the civil engineer of what lumber and other material you used on that dredge?—A. Not a separate report.

Q. Did you make any report?—A. I made a general report of everything.

Q. I understood you a few moments ago to swear that you did not make any reports to the civil engineer of what lumber and material you used?—A. We are required to turn in our books with all our reports, and everything entered. We have handed in our books since the trouble.

Q. Before the trouble you did not?—A. No, sir.

Q. You never were required to hand in anything?—A. No, sir.

Q. Did you not put it so that it went on to the account somewhere before?—A. No, sir.

Q. Did you take out lumber promiscuously and not report it?—A. It has to be signed for by the engineer as you require it.

Q. Is Captain Hutchins now on the yard?—A. No, sir.

Q. How long has he been away from the yard?—A. Within a couple of months; I think he was removed.

Q. You have a draughtsman in your department?—A. I do, sir.

Q. Is he needed here, in your judgment?—A. Yes, sir; I think he is.

Q. Are you not competent to build any building or repair any building on this yard?—Yes, sir.

Q. Without any draught or specifications from him, could you not do it?—A. They generally furnish some draughts.

Q. That is not the question; I ask you if you could not do it without any draughts? If you had received an order from the civil engineer, could you not have done anything you have done since you have been here, without the assistance of a draughtsman?—A. We have made a model here of a dock, and it required instruments.

Q. You have not had any appropriation for the dock, you have not received any money for it, it is merely an experiment, as I understand it; but has there been anything done in your department of yards and docks that you could not have done without the assistance of a draughtsman?—A. No, sir; we have not built any buildings.

Q. Has there been anything you could not have done, if the civil engineer had required it, without the aid of a draughtsman?—A. I don't know of anything, sir. In fact, we have not built any buildings.

Q. Nor remodeled any?—A. Yes, sir; we have remodeled.

Q. There has been nothing done that you could not have done yourself without the aid of a draughtsman?—A. No, sir.

By Mr. HARRIS:

Q. What has the draughtsman been doing all this time?—A. That is a question I cannot answer.

Q. Have you seen any great product of his labor?—A. I have seen him round the yard surveying, &c.

Q. What, the draughtsman?—A. Yes, sir; I have seen him round the yard taking grades and levels.

Q. Has there been any change of grade in anything on this yard?—A. Not that I know of.

Q. Do you not look upon the whole business of a draughtsman and civil engineer here as boy's play, and a waste of money and time? Have you seen anything here which, in your

judgment, an individual, looking after his own interest, would have required the assistance of the civil engineer or his draughtsman to do?—A. We could get along without them.

Q. Could you not get along just as well without them as with them?—A. I think so.

Q. State whether or not, in your judgment, it is not a waste of money to employ that person with his corps of draughtsmen and other assistants?—A. Well, I think it would be a good thing to have a competent man to be responsible for any extensive Government works.

Q. Yes, if there were any going on, but if there were not?—A. We could do without them.

Q. For anything that has been done since 1873, has there been any real necessity for a civil engineer and draughtsman in your department?—A. As far as I know, there has been none, but I don't know what the Government in Washington require of them. They seem to have considerable business, and private business, that I do not know anything about. The draughtsman, at least, seems to be busy at all times, making draughts of contemplated improvements, &c. I have seen an elaborate work that he has been at work on.

Q. What is it?—A. Contemplated wet-bins for men-of-war ships.

Q. Do you know by whose orders he is making those draughts and plans?—A. No, sir; I do not know.

Q. Do you know that it is anything more than Mr. Granger's idea?—A. I guess he commenced on them before Mr. Granger came here.

By Mr. JONES:

Q. In your opinion, could not your Bureau of Yards and Docks, since you have been here, have been conducted under the Bureau of Construction and Repair?—A. Yes, sir. When I was a boy here, we were all under one department.

Q. Do you not consider that it would be much better to have it all in one department, and less expensive to the Government?—A. I do.

Q. You think the department of civil engineering should be abolished, and that it would be a saving to the Government?—A. I think it would be economy to have less departments here, although it may be against my interest.

By Mr. MILLS:

Q. Do you know anything about a boat that was built here for the yacht America?—A. I have seen squibs in the papers. I do not know anything about it.

Q. Did not that come under your charge?—A. No, sir.

Q. Did you not have anything to do with that?—A. No, sir; not in the yards and docks department.

Q. Who would have charge of that?—A. The boat-builders come under the construction department.

By Mr. HARRIS:

Q. Do you know anything about what the writers do in your department?—A. They keep the time.

Q. How much time do they spend a day in that employment?—A. I cannot say.

Q. You have ten men under you, and you report to them every day, do you not?—A. Yes, sir.

Q. You report to these same writers?—A. Yes, sir.

Q. And all they do is to take a transcript on their books of your statement?—A. Yes, sir.

Q. Do you know of their doing anything else?—A. They keep an account of all business appertaining to the department.

Q. That has been pretty small, has it not?—A. It has been lately.

Q. Do you think one man could spoil half a day a month doing the work here?—A. I cannot judge.

Q. You have no idea that the work is too heavy, have you?—A. No, sir; I do not think they are hurt any.

Q. Have you been involved in any of these political transactions?—A. Not to any extent. I believe there was an attempt to remove me for voting for General Banks at the last election.

Q. You were on the yard during the contest of 1874?—A. Yes, sir.

Q. Who attempted to remove you for voting for General Banks?—A. Persons outside.

Q. Who were they?—A. I heard Mr. Gooch was one of them.

Q. Anybody else?—A. I heard that Mr. Gooch was going to have me removed. That was rumor. I let it go for what it was worth.

Q. You do not know that he ever did anything toward it?—A. No, sir.

Q. You still "stick?"—A. Yes, sir.

By Mr. MILLS:

Q. Do you know anybody who has been removed for voting for General Banks?—A. No, sir.

By Mr. HARRIS:

Q. Were you put on the yard in General Banks's time?—A. Yes, sir.
Q. You are General Banks's friend, then?—A. Yes, sir.
Q. And have always been?—A. Yes, sir.

BOSTON, *March* 27, 1876.

PHILIP CASSIDY recalled.

By Mr. HARRIS:

Question. I forgot to ask you this morning whether you received any pay for any servic which you rendered, from Mr. Lewis, or any man acting for him?—Answer. No, sir.

Q. Didn't he pay you for some service?—A. No, sir.

Q. Did he pay you the money which you paid to the men?—A. He paid it to the engi neer, and the engineer paid it to me.

Q. Who was the engineer?—A. Brownell Granger.

Q. Did Mr. Brownell Granger ever receive a dollar from Mr. Lewis, or did he ever pa you any money?—A. He handed me the money to pay the men I hired.

Q. Are you sure Mr. Granger ever paid you a dollar?—A. He paid me all of it.

Q. How much?—A. Over $500.

Q. Are you sure you did not receive it direct from Mr. Lewis?—A. Yes, sir. The eng neer was sitting at his desk, and Mr. Lewis handed him the money, and he handed it to m

Q. Did not Mr. Lewis hand it to you? Stop and think about it, because it is quite it portant you should tell the exact facts.—A. I feel very positive, sir, that the engineer r ceived the money and handed it to me.

Q. Was Mr. Lewis sitting at the same table with Mr. Granger?—A. No, sir; standing u

Q. Will you swear that a dollar of money passed into Mr. Granger's hands?—A. I wi sir.

Q. You are sure about it?—A. Yes, sir, I feel positive.

Q. I don't want mere guess-work; I want you to say whether you are ready to swear or not. Were you three gentlemen at one table?—A. No, sir. The engineer was sitting his desk. There were two payments made.

Q. Don't go from the question. Will you swear that on any occasion Mr. Granger r ceived one dollar, which he afterward paid to you?—A. Yes, sir.

Q. How much?—A. I don't know. There were two payments; I don't know how mu money there was paid in the first payment.

Q. Did Mr. Granger receive that money?—A. He handed it to me.

Q. Are you sure?—A. Yes, sir, I am sure; one payment, at least.

Q. Mr. Lewis was there at the same time?—A. Yes, sir, Mr. Lewis was in the office.

Q. Did Mr. Granger count the money?—A. Yes, sir; he counted the money and hande it to me, and told me partially to pay the men with it, and I did so.

Q. Who told you so?—A. Mr. Granger. There was some trouble the first time abo cashing a note.

Q. Was that money intended by Mr. Lewis as payment to Mr. Granger, or you?—A. understood it was to pay the men that I hired.

Q. Mr. Lewis was there and took the money out of his pocket, passed it to Grange and Granger passed it to you?—A. Yes, sir.

By Mr. MILLS:

Q. Who hired the men, you or Mr. Granger?—A. I hired the men.

Q. What was the necessity for the money going into Mr. Granger's hands?—A. I belie Mr. Lewis couldn't cash the note, or something, to pay the men off when the work was con pleted, and there was some money raised. I think the engineer's clerk was sent dov to Mr. Mullett's or to the bank to borrow some money, and he failed in getting the amou

By Mr. HARRIS:

Q. Was it a check he was trying to cash?—A. It was a check he was trying to cash; I couldn't get the money for it, or something.

By Mr. MILLS:

Q. As I understand you, you hired the men to do this work for Mr. Lewis?—A. Yes, si

Q. And the money to pay those men was to come from Mr. Lewis?—A. Yes, sir.

Q. Then what was the necessity for that money going into Mr. Granger's hands befc it went into yours, if you hired the men and were to settle with them?—A. I don't kno any necessity.

Q. Did you give Mr. Granger any receipt for the money?—A. No, sir; Mr. Grange clerk paid the men.

Q. Was the clerk present at the time?—A. Yes, sir; in his room.

Q. Did he see the payment made?—A. I don't think he did; he was in his own roon

there is a partition between. Mr. Granger was sitting at his desk, and Mr. Granger's clerk came up. They wanted to break the money, and he came up to the pay-office, and the paymaster's clerk down below paid the men.

Q. Paid what men?—A. Paid those men at the pay-office. They couldn't break the money, or something didn't go right. Those were the men I am talking about—the men I hired.

Q. You say that, after all, you did not pay the men, nor did Mr. Granger pay them?—A. No, sir; the clerk paid the men.

Q. And it was because they could not break the money?—A. Yes, sir.

Q. And therefore they arranged with the paymaster to advance the money or break the check, or something of that kind?—A. No, sir; the clerk brought the money down here, the paymaster's clerk gave him the change, and the men were paid. That was one payment; and one payment I paid them partially myself; received the money and paid them myself. But the final payment was made down here in the pay-office.

By Mr. HARRIS:

Q. Because there was some difficulty about breaking the check?—A. About breaking the money.

Q. After all, can you say that any money was paid by Mr. Lewis to Mr. Granger, which Mr. Granger afterwards gave to you?—A. Yes, sir; he gave me the money; I remember it.

Q. There is a great deal of difference between his paying you money, and taking some money from Mr. Lewis and handing it right to you; which was it?—A. He did not pay the men with it.

Q. Did he pay you any money?—A. He gave me the money to pay the men.

Q. Did Mr. Lewis give Mr. Granger any money in your presence which Mr. Granger passed to you? You can answer that question "yes" or "no."—A. I am positive that Mr. Granger paid me money.

Q. I don't want anything but "yes" or "no" to that, because, if he simply passed the money over to Mr. Granger to count it was no payment to Mr. Granger.—A. It was no payment to Mr. Granger.

Q. Why did you come in here and undertake to say in your previous examination that Mr. Granger paid you that money, without mentioning the fact that Mr. Lewis was present? Don't you know that you may do great injustice to a man in that way?—A. I didn't propose to do anybody injustice.

Q. How much money did you receive from Mr. Lewis for having done what you had no authority to do?—A. I received over $500.

Q. How much of that did you put in your own pocket?—A. None of it.

Q. Were you not hired to do things which Mr. Granger knew nothing about?—A. No, sir.

Q. Did he ever tell you to repair the bottom of that boat?—A. Yes, sir; he told me to repair her, give her a thorough repairing—hire the men. I told him what was required.

Q. Didn't he tell you to do it at the expense of Mr. Lewis?—A. He said the contractors would pay for it.

Q. Answer my question. I ask you if he ever gave you any instructions whatever, except to hire some men, and Mr. Lewis would pay for them?—A. Yes, sir.

Q. What were they?—A. The instructions were to put the boat in order, get what material I wanted, &c., and if I wanted any laborers' help or cattle, or anything, to go and get them.

Q. Did he say all that to you?—A. Yes, sir; I wouldn't take his word. I went to the foremen of laborers about it.

Q. Don't go traveling off. I want his instructions, and nothing else. I don't care what you did outside of his instructions. He told you to hire men outside?—A. Yes, sir.

Q. Did he ever tell you to use a single man employed by the Government?—A. Yes, sir.

Q. What man?—A. He told me any men I wanted in the department to get them.

Q. Where did he tell you that?—A. When we were talking it over outside of his office.

Q. Who were present?—A. I don't know that anybody was present.

Q. It stands upon your naked testimony; you have nothing to back you up in it?—A. Nothing but his instructions to the other foreman.

Q. Did you hear them?—A. No, sir.

Q. His instructions were to get what you wanted in the yard to repair the boat?—A. Yes, sir.

Q. If you wanted oxen or labor, to get it and use it?—A. Yes, sir.

Q. But his general instruction in regard to the repair of the boat was to hire the men outside, and Mr. Lewis would pay them?—A. Yes, sir.

Q. From the time you got that instruction until the boat was afloat, did you tell Mr. Granger what you were doing, and what men you were employing?—A. I made a report every morning, telling him where the men were and what they were doing.

Q. Did you ever make a report showing that men were at work on that dredge?—A. Yes, sir; the time-clerk has them. I made the reports, one at night, and one in the morning. The time-clerk took charge of the night report, and the civil engineer's clerk took charge of the morning report.

Q. Will you produce those reports, covering the time during which the dredger was paired here?—A. Yes, sir.

By Mr. MILLS:

Q. I understand that the names of the laborers employed on this boat were not give upon your report?—A. I did not report them at all.

Q. Don't you state where the men are employed in your reports to your superior?—A. do, my gang.

Q. Why was it you left off the men employed on this dredge?—A. The other foreman reported them.

Q. You had been in the habit of reporting where the Government men were at work, had you not?—A. Not any outside men.

Q. Did you report the men in the Government employ?—A. Yes, sir; only my gang.

Q. Was there any report from any foreman to Mr. Granger showing that men employed by the Government were at work on that dredger—any daily report?—A. No, sir; no daily report. But I have got a copy of every daily report in my book, and I will swear that is correct.

Q. Does that show the names of the men?—A. No, sir; it does not, until after our books were required.

Q. Didn't you make up your daily reports from your book?—A. I did; but I did not tell who the men were. I could go back and give the names.

Q. Didn't you think at the time you found out that those men employed by Mr. Lewis were at work on that boat, that that job of work was for his benefit?—A. Well, I surmised considerable.

Q. Did you make that surmise known to the commandant, or any officer?—A. No, sir.

Q. You were an officer of the Government, and if you surmised that something was going on, why did you not make that fact known to some of the officers of the yard?—A. I supposed my report covered me, a *bona-fide* report.

Q. Your report never came to the knowledge of the commandant until it came from Washington, did it?—A. I don't know who received the report.

Q. Didn't you know that, day after day, labor paid for by the Government and materia belonging to the Government were being used and consumed clandestinely, to the injur of the Government?—A. I did not know by what authority it was done. I did not dare t question the authority for doing it.

Q. If you saw a fraud perpetrated upon the Government, would you not dare to go t the commandant and tell him of it?—A. If I thought I had a clear case; but I didn't know what authority there was behind it.

Q. Why didn't you state the facts to the commandant and tell him that you feared there was something wrong going on, and it would be well for him to inquire into it?—A. Well sir, I don't know if I should go and talk with the commandant about such things.

Q. You did not make those facts known to anybody, did you? You did not go to Mr Granger and complain that these things were wrong?—A. I have had those men come t me, and made them go personally to Mr. Granger, about getting jobs done.

Q. What did those men say when they came to you?—A. I had one man come to me t do a job. I was standing on the pump down at the wharf. It was to repair the rail on a tug boat, and I told him I should not send any of my men.

Q. What tug-boat?—A. The tug-boat that was at work with the dredger.

Q. Was that done under the contract with Mr. Lewis, too?—A. No, sir; it was when sh was out in the harbor. I referred this captain to the engineer. Said I, "You must take you orders from him." The engineer told me it was all right, and I sent a man named Clawso to do the job. As long as I had orders direct from my superior I supposed he was respon sible.

By Mr. HARRIS:

Q. As I understand you, if you think you are protected you do not trouble yourself t find out whether a thing is right or wrong?—A. If I knew it was wrong I would interfere but I didn't know. I couldn't question the authority of my superiors.

Q. You were carrying out what you supposed to be his directions, were you not?—A Yes, sir.

Q. You did not communicate to him exactly what you were doing under that authority?—A. I did, in my reports. I stated that there were so many men at work on the dredger.

Q. Do your reports show that?—A. Yes, sir.

By Mr. MILLS:

Q. Had you ever heard there was a contract between the commandant or any other office of the Government with Mr. Lewis that he was to take that boat and put it in thorougl repair for the use of it for ninety days, and furnish all the labor and material? Didn't yo hear that such a contract was in existence?—A. I had heard that the contractors wer going to pay the bills. I did not know what the contract was until it was read to m afterward. I think it was the commandant who read the contract to me, or the agreement

Q. You had nothing but your suspicions that there was something wrong when the hands of the Government were employed on that boat, and the material belonging to the Government was used on it?—A. I surmised that it was not straight, sir, but I did not know.

Q. Did you talk with Mr. Whitney, or any other of your companions who were working around there, about your surmises?—A. I did.

Q. What did Mr. Whitney say about it? Did he surmise like you did?—A. I think he did.

Q. And yet, although you thought the Government were being defrauded, you would no take the trouble to walk a few yards and tell the commandant what you thought about it? —A. I supposed our reports were sent to the commandant every morning.

Q. Would the report show that anything was being done upon the dredge?—A. If the report sent to the commandant was a copy of mine, it would show just where the men were at work.

Q. Would it show that any hands employed by the Government were at work on the dredge repairing it?—A. Yes, sir; we made plain English of it—dredger.

Q. That was sent in every night to be consolidated?—A. Yes, sir; every night and morning.

Q. When was it furnished to the commandant?—A. I believe the chief clerk furnishes the morning report copied from our reports. I suppose the reports are all here on file somewhere. I keep copies of all my reports. I am positive that in the investigation the board had all of those reports.

BOSTON, *March* 27, 1876.

PHILIP CASSIDY recalled.

By Mr. HARRIS:

Question. Have you brought your book and papers?—Answer. Yes, sir; I have brought a number of reports. I make a morning report and an evening report, and I cannot swear to which set these belong. I got these from the commandant's office. They were returned by the board of investigation.

By Mr. JONES:

Q. Did Mr. Granger get these reports every day?—A. Two reports are sent into the office every day.

Q. Was the lumber to put that cabin on the dredge furnished by the yard?—A. Yes, sir; they built a rough-board galley on top of the hurricane-deck.

By Mr. MILLS:

Q. Does the civil engineer have a consolidated report of the reports of the head joiner, machinist, mason, and painter?—A. Yes, sir; it is supposed to be copied from these.

Q. In these consolidated reports was any mention made of the dredger?—A. I do not know, I am sure. I have nothing to do with his reports. I report where my men are at work and what they are doing.

[The committee examined the reports of Mr. Cassidy, and also of Mr. Whitney, upon a number of which appeared entries for labor done upon the dredger by employés of the Government.]

BOSTON, *March* 27, 1875.

CHARLES R. WHITNEY sworn and examined.

By Mr. HARRIS:

Question. What is your position in the navy-yard?—Answer. Foreman machinist of yards and docks.

Q. Did you do any work upon the dredge-boat?—A. I did, sir.

Q. By whose orders?—A. The civil engineer's, Mr. Granger.

Q. Will you state what work you did on it?—A. I cleaned the engine that was stored in the shed and put it together, brought the boiler up, set the boiler, brought the shaft and gearing up, and connected them on board the boat.

Q. Set them in place on the boat?—A. Yes, sir; in working order. Previous to my putting the engine on board the boat, I had an engine there to draw the boat on the ways three days; and I tested the engine before they launched her, and after she was launched I done several days' work, such as piping, putting on chafe-irons, &c. I worked on her previous to her being launched and after she was in the stream at work; about one hundred and forty-seven days' labor, all told, from the time I first got the order until she was brought back.

Q. One hundred and forty-seven days' labor under your charge?—A. Yes, sir.

Q. Have you an account of that labor?—A. I have.

Q. Can you tell the amount of it?—A. It comes to $423.58 for labor and $152.23 for material.

Q. That does not include the material and labor furnished by Mr. Cassidy?—A. No, sir: independent of that.

Q. That includes all the material and labor furnished by you?—A. Yes, sir.

Q. Was that furnished at the Government expense?—A. It was, sir. I used to send in a report every morning. I always sent in every man, and what they did to the "dredger" was marked on my morning reports day by day.

Q. You did work on her both before she was launched and afterward?—A. Yes, sir.

Q. And you put her in perfect working condition?—A. I put her in working condition before she left here. After she went into the stream there were some improvements made.

Q. Were the materials used in the work done by you drawn from the store-house?—A. They were, sir.

Q. Was the work done in the department of yards and docks paid for by the parties to whom the boat was loaned?—A. No, sir; not to my knowledge.

Q. Was any money paid to you by anybody for any service which you rendered except the Government?—A. No, sir.

Q. Was there any offered to you?—A. No, sir; there was none offered to me. I will state here that when they first launched her they broke the crane, which was a large casting. They were very anxious to get to work. They said their contract was overdue then, and at their request I furnished the casting. Of course I could not get it cast here, and I got it cast outside, and paid for the casting, and they refunded me that money. I think it was between $12 and $15. That is all the money that ever passed into my hands.

Q. Who paid you that?—A. A man by the name of Pendleton. They called him captain. He had command of her in the stream.

Q. From whom did you receive orders to do this labor?—A. Mr. Granger. About the 1st of June, I think, Mr. Haskell, the chief clerk of the engineer, came down, (there were four gentlemen, and I think Mr. Lewis was one,) and wished to see the machinery belonging to the dredger. I took them in and showed it to them. They asked how long it would take to put that machinery in working order, and I told them a month or six weeks. They asked me how many men I would want to get it done in ten days, and I told them they could not get men enough on the boat to do it in ten days. I heard nothing more about it until somewhere along the 15th of June, when I was directed to clean the engine up and put it on board. My first day's work is charged the 18th of June.

Q. Did you understand from Mr. Granger that any material or labor was to be paid for by the parties to whom the vessel was loaned?—A. Not from the engineer.

Q. Did you from any person?—A. I did from Mr. Cassidy. Mr. Cassidy told me that he was going to hire the men. I think I commenced on the engine before he commenced on the hull of the boat, and I think I asked him if he was going to hire any men, and he said yes, and he said, "I believe the contractors are going to pay the bills." He hired the same men he had had working in his department—men he was acquainted with.

Q. Did you use any of your coal, oil, and other materials?—A. Yes, sir.

Q. Are they reckoned in your bill?—A. Yes, sir.

Q. Did you send any on board after she was ready to go to work?—A. I did not after she left the wharf. The coal that was put on board was put on board on the trial when I fired her up.

Q. Did you make any reports of the work you performed on the dredger to the civil engineer?—A. I did, daily.

Q. He knew from day to day how many men you were using there at the expense of the Government?—A. Yes, sir.

Q. Did you have anybody there who was not employed by the Government under your charge?—A. No, sir.

By Mr. JONES:

Q. I understand you are machinist in the yards and docks department?—A. Yes, sir.

Q. I want to ask you if you do not think that the work could be performed by the steam-engineering department just as well as it could by a separate department, and at a saving to the Government?—A. What do you mean—do away with the machine-shop in the yards and docks?

Q. Do away with the bureau of yards and docks; consolidate it with the steam-engineering department? Could not that be done without detriment to the Government?—A. Yes, sir; I think it could. I suggested that it be done years ago.

Q. In your opinion, couldn't the whole of the work of the bureau of yards and docks be done by the bureau of construction and repair?—A. Yes, sir; I know no reason why it could not.

Q. At a great saving to the Government?—A. Yes, sir.

Q. How long have you been here?—A. Since June, 1872.

Q. Do you think that the yard requires a civil engineer?—A. Well, I think they have draughtsmen here who would cover the ground.

Q. What have you for draughtsmen to do here in the civil engineer's department?

What have they done since you have been here?—A. Drawing plans for buildings, looking after drainage and sewers.

Q. How many buildings have they built since you have been here?—A. I don't know, sir.

Q. Then, what is there for draughtsmen to do?—A. Our draughtsmen, you know, construct the machinery.

Q. Couldn't the draughtsmen in the steam-engineering department do this same thing?—A. Yes, sir.

Q. Do you think, then, that a draughtsman is required to-day in the civil engineer's Department?—A. No; if you had it all consolidated under one department you would not need him.

Q. If it was all consolidated under one department, do you think the Government would require a civil engineer at this yard?—A. No, sir.

BOSTON, *March* 27, 1876.

CHARLES R. WHITNEY recalled.

By Mr. MILLS:

Question. Did either of you gentlemen [Mr. Cassiday being present] receive anything from Mr. Lewis, or from Mr. Lewis's brother-in-law, or any agent of Mr. Lewis, for anything you did for him?

Mr. CASSIDAY. No, sir; I never did.

Q. Did you never receive any money—$20, or $25, or $10, or any other sum?

Mr. WHITNEY. No, sir; only for that casting I spoke of.

Q. For yourself? I am not talking about anything you received to be paid to anybody else.

Mr. WHITNEY. No, sir; never. We have to keep records that we send into the civil engineer. I do not know what occasion there would be to pay us any money for a bribe.

Mr. MILLS. That is what they say it was.

Mr. WHITNEY. A bribe for what?

Mr. MILLS. Well, to get timber from the Government to work into the vessel. That is what they claim it was for.

Mr. WHITNEY. He must have been a queer engineer. He had the daily reports.

Mr. JONES. They say that the material was taken, and they did not know anything about it.

Mr. CASSIDY. I do not know how we could get anything of that kind. We have to have an order from the engineer to receive material and stock.

Mr. WHITNEY. These reports were sent to the civil engineer daily, and a copy of them was put on one paper and sent to the commandant.

Mr. WHITNEY: [To Mr. Whitney.] You swear that these entries upon your book correspond with your daily reports, except that your book gives the names of the men and your daily report does not?

Mr. WHITNEY. Yes, sir; that is all the difference.

Mr. HARRIS, [To Mr. CASSIDY.] And your book contains the same facts?

Mr. CASSIDY. Yes, sir; my books are true copies of the reports I send in every morning.

BOSTON, *March* 27, 1876.

Capt. CALEB J. EMERY sworn and examined.

By Mr. MILLS:

Question. What office do you hold?—Answer. I am pay-director in the Navy.

Q. State whether you have received any money appropriated for the building of the eight sloops of war?—A. Not a dollar. I do not receive nor disburse any money, except for the things which we sell at auction, and that I turn into the Treasury. I am the inspector in charge of stores.

Q. What property of the Government have you sold?—A. Only condemned stores; and very few of those.

Q. The proceeds of those sales you have turned into the Treasury?—A. Not into the Treasury, but to the paymaster of the yard, to the credit of the several appropriations they were sold under. If we sold provisions, we would turn the proceeds into the appropriation for provisions. If we sold clothing, we would turn the proceeds into the appropriation for clothing, &c.

Q. You do not purchase anything?—A. I make no purchases. The purchasing-paymaster in the city makes the purchases. I make requisitions on him for anything I want,

and when approved it is purchased and sent to me. I am to inspect it, and see if it is suitable; and, if it is not, I reject it. If it is, I take it and keep it and use it. That is what I have done since I have been here. I have been here only three or four years.

Q. Do you know of any abuses in the Navy to which you can call the attention of the committee?—A. I think, if you will allow me to say it, that the whole system of purchase as it is now, is wrong; it is an abuse.

Q. In what respect?—A. I think they have departed from the old rule established seven or eight or nine years ago, where everything over and above a hundred dollars was advertised for.

Q. What is the rule about purchasing, now?—A. There is no rule; nominally, the rule that if it is over a thousand dollars, you may advertise for it, providing you get permission from the Department at Washington, or from the Secretary of the Navy. You have got to get special permission for that. Then, after that, they leave it optional with you; provided you think you can purchase just as well without advertising as with advertising, they let you do it. There is nothing obligatory.

Q. How do you account for the fact that the same persons get contracts for supplies all the time?—A. Because they have got the inside track, I suppose; I don't know any other way.

Q. You think it is not because they furnish articles lower than anybody else would?—A. No, sir; I think it is owing to the fact that other dealers have not been asked to bid at all. I will explain to you in a few words how they manipulate these things. The purchasing-paymaster may make out the bids all fair and square; but he cannot run around and deliver them, and he gives them to his messenger, or his clerk, and he will go to only one man, and that man will bid, and, of course, he gets the contract. That is the way it is done.

By Mr. HARRIS:

Q. Must not the paymaster know if any such transaction as that took place?—A. How could he know it? At one time I relieved one of the old naval agents, and I instituted this system: when a requisition was received, I copied that requisition and sent it in a circular to every dealer in the article in the town; that is, if it was under $100. If it was over $100 it had to be advertised. I sent those out with tags attached to the bids, and I required the messenger to bring back the receipt of the man to whom the bid was delivered. I sent out eight or ten of those bids, and asked them to send in sealed proposals within a certain time, and those proposals were put in a locked box, and they were asked to be present at a certain time when the box and bids would be opened. Under that system I never heard of any imputation of fraud upon anybody; but they have now done away with the law requiring everything to be advertised which amounts to over a hundred dollars; it must be a thousand dollars; and you can understand that if anybody is disposed to act in collusion with the paymaster's clerk, they can defeat the whole object of the law. One of the great abuses is forcing a clerk upon the paymaster and obliging him to keep him whether he wants him or not.

By Mr. JONES:

Q. Do I understand you to say that a purchasing-paymaster does not have the right to select his own clerk?—A. They tell him that if he will not take a certain man as his clerk he cannot go to the place, and some men are willing to so far compromise themselves as to take the position on such conditions; and, although they may seem to have the direction of affairs, they really do not. That is the only thing in regard to abuses in purchasing that has come within my cognizance. In regard to the inspection of articles, instances have come to my knowledge where articles have been rejected, and afterward an order came from Washington to receive them. I know while I was in New York that was the case.

Q. Won't you state that case, that we may have the benefit of it?—A. There was a contract for canned meat. The chief of the bureau, Mr. Dunn, and myself had been at work for a long time getting up new cans in order that we should not lose anything. A great deal had been condemned, which came in the long cylindrical cans made of light tin, and we got up a stiffer and heavier can, so that we should not lose anything. The bureau advertised for proposals, and we received bids. Jones, of Portland, and, I think, Underwood, or Lewis, of Boston, put in bids which were just alike, and the contract was divided between them. I think it was for some 100,000 or 150,000 pounds. There was a company in New York called the "Texas Meat-Preserving Company," of which a man by the name of Monroe was president. He went to Washington, and he had influence enough to get a contract for a smaller amount, 50,000 or 100,000 pounds. He was to deliver it according to the written contract, just the same as the others. After it was delivered, I went down and merely took a superficial look at the cases and at the tins, and rejected it at once, on the ground that it were not according to contract, the tins being twice or three times too large. I reported to the bureau that I would not receive it, and it remained in store some three months, until warm weather came on, when it began to be a little offensive, and I notified Mr. Monroe to take it away immediately. He came over to see me, and, after talking it all over and trying to induce me to take it, I told him I could not, and then he says to me, "I would rather give $500 than take that meat away, if that is any inducement." Well, I got rid of

him. I didn't like his talk very well. In a week afterward I got an order from Washington to receive that canned meat.

Q. Signed by whom?—A. I think it originated with the Secretary of the Navy, because I protested against it to my bureau. The order was to receive it, notwithstanding the size of the cans and cases. The ground on which I rejected it was that the cans and cases were not according to contract. Then I went and opened the cases and examined the meat. The chief of my bureau, Mr. Dunn, was there, and I told him I was going to reject it on another ground, that the meat was of inferior quality, the cans were not in a suitable condition to keep the meat, and it was a total loss, or a great portion of it. I made that report, and it was there five months. I notified the man to come and take it away, and he did not come, and when I left there I left it in the store-house.

By Mr. JONES:

Q. Do I understand you to say that you had previously received an order from the Secretary of the Navy to receive this meat?—A. Yes, sir; I rejected it because the cans were twice as large as the contract called for. I did not examine the meat at that time, nor its condition otherwise. I rejected it on the ground that the size of the cans and packages was not according to contract. The contract called for 4-pound cans, and these were eccentric sizes, containing all the way from 6 to 9 pounds, and put up in all kinds of boxes.

By Mr. HARRIS:

Q. You rejected it because the size of the cans and the way it was packed in the boxes were not according to contract?—A. That is it.

Q. And then you received an order from the Secretary of the Navy to receive it notwithstanding those objections?—A. That is it, exactly.

Q. And then you rejected it again because the meat was not good?—A. Then I examined the meat with the chief of my bureau, Mr. Dunn, now in Baltimore, and then I rejected it on another ground: because I thought it would be a fraud to receive it.

Q. That meat never was received?—A. I don't know.

Q. During your time?—A. No; I never made the bills for it.

Q. When you were told to receive it, notwithstanding the mode of packing and the size of the cans, you still understood you had a right to determine upon the quality of the meat, and you did do that, and rejected it upon that ground?—A. I felt that the man should not have his contract filled that way. I felt as if he had used some misrepresentations to the Secretary to get it received, and used some influence to get is received, and I thought it should not be received; it wasn't right. I told Mr. Dunn I would either receive this meat, and instead of putting my name on it, put "Received by order of the Secretary of the Navy," or I would take the responsibility of rejecting it on another ground and they might remove me. I did not care if they did.

Q. Who was the Secretary of the Navy at that time?—A. The present Secretary, Robeson.

Q. About what was the value of that meat?—A. The contract-price was 18 or 19 cents a pound.

Q. How many pounds do you think there were?—A. It was an even number of pounds, either 50,000 or 100,000 pounds.

Q. Who was the contractor?—A. This Texas Meat-Preserving Company. It is a company in New York. The name of the president of the company was Monroe, I think.

By Mr. JONES:

Q. He had previously stated to you that he had rather give $500 than take it away?—A. Yes, sir; that is what he said.

Q. You have been in the Navy how long?—A. Between twenty and twenty-one years.

Q. What is your opinion in regard to the present system of having separate bureaus, as compared with the old system—whether it is advantageous to the Government or detrimental?—A. If they have a Secretary who will bring his bureau officers right up and make them all work together, no better system has ever been adopted.

Q. Do you think they work together?—A. No, sir; there is a jealousy between the bureau officers, and there always will be more or less jealousy, no matter who you get there.

Q. Are they not now disposed to feel as if they were separate institutions by themselves?—A. Each one wants to run his special department and make the best of it, without considering whether it clashes with the interests of the others.

Q. How is it with regard to the Bureau of Yards and Docks, and the Bureau of Construction and Repair? Why should they not be under one head?—A. Well, yards and docks has nothing to do but just to keep the yard-buildings and docks in order. That is all their province.

Q. Why, should that not be done under the Bureau of Construction and Repair?—A. Well, yards and docks is a department that anybody could look after. The commandant of the yard ought to look after that. The commandant of this yard does so, but knows but little about the workings of the rest of the departments. He never was in my place in his

life, and knows nothing more about my department than I do about yards and docks, or construction, or equipment.

Q. What, in your opinion, is the necessity for having a civil engineer in your yard?—A. He is the person who is called upon to repair the buildings, lay drains, and sidewalks, and one thing and another. That is all that is required of him.

Q. Why couldn't that be done by the foreman of whatever department the work might come under?—A. It certainly can, if the commandant of the yard is disposed to take any interest in it and look after it. In my opinion, the department of yards and docks is a great source of corruption, for every official who wants to give a man something to do will put him in there.

Q. Under the old system, wasn't that under construction and repair?—A. No, sir; it has always been "yards and docks" as far as I know. This is the third navy-yard in which I have been. I was at Portsmouth during the war. It was "yards and docks" then, and there I knew more about it than I do now. There I was paymaster of the yard, and inspector of provisions, and purchasing-paymaster, and I had to work then. They have too many clerical people, in my opinion, in yards and docks. They must have draughtsmen and a great many other people who are of no practical use.

By Mr. HARRIS:

Q. How do you sell the Government stores at auction?—A. That is in my bureau.

Q. Do you sell anything that isn't in your bureau?—A. Nothing at all.

Q. You wouldn't sell a ship, if one was to be sold?—A. No, sir. Ships are generally sold by the Government auctioneer. I sold three or four vessels at Portsmouth, because they got into a fight as to whether the marshal of Maine or of New Hampshire should sell them.

By Mr. JONES:

Q. In your department, what do you do when you run short of funds?—A. As I have said, I do not disburse a dollar.

Q. Are you ever ordered to draw from any other department, except your own?—A. Never. The only person who pays money is the paymaster of the yard, who pays the officers and workmen in the yard. The purchasing-paymaster over in Kilby street pays all bills on vouchers which are duly authenticated, and he has first to send those bills to Washington before he gets the money for that purpose. The paymaster of the yard here, in order to get his money, has to make a requisition, showing how many men there are in the yard, and then he gets the money and pays it out. The inspector has no charge of any money whatever. I have not disbursed a dollar of money.

By Mr. HARRIS:

Q. You draw your pay from the paymaster of the yard?—A. I draw my pay from the paymaster of the yard. I am just like the head of any other department.

Q. Have you ever known of any money or other consideration paid to any officer of the Navy by a contractor to secure his particular interest?—A. I never heard of such a thing in my life. Nobody ever offered me anything. The only case of the kind of which I have any knowledge is the one I have told you about, where the man said he would rather give $500 than take that meat away.

Q. Are you paid by a regular salary?—A. Yes, sir.

By Mr. JONES:

Q. Did I understand you to say that all the money that is disbursed by the regular paymaster of the yard comes to you to pay your department?—A. He pays the workmen employed in my department. I have only a very few. I make the roll out of the workmen I have, and send it up to his place, and he pays them.

Q. You are the paymaster of what?—A. I am paymaster of nothing now. I am pay-director in charge of stores. There are only thirteen pay-directors in the Navy, and they are generally in the pay-offices. This is my sixth year as an inspector.

Q. Your never have understood from any of the paymasters that they have drawn from one appropriation and expended the money in another department?—A. O, no; they have no more authority to draw than I have. If they want money they have to get it by a requisition sent to Washington. I have no doubt that they are sometimes compelled to pay out the money which is in their hands that belongs to one appropriation to another; but they should not do it. A paymaster, for instance, may have $50,000; $20,000 of it may belong to the pay of the Navy; some belongs in construction, and some in engineering. He draws under these different heads. When he comes to pay out the money he cannot keep the money of each appropriation separate. He may overpay on one appropriation, and, consequently, he has a deficit in that; but at the end of the month he makes his requisition to square it.

Q. Do you understand that sometimes, when there is no money in any one department, he draws money from another department to pay the help in the department where there are no funds?—A. He may. I will illustrate it in this way: If he has fifty men at work in construction and fifty men at work in steam-engineering, and has $5,000, say, under both, when

he comes to pay out the $5,000, he may be a little short in steam-engineering, and have a balance over in construction, and he will pay it all out, and when he comes to foot up he will say, "I have overpaid in construction, but I have a corresponding surplus in steam-engineering." He does not intend to overpay, but it takes pretty nice figuring always to pay out the exact amount. For instance, at the Portsmouth navy-yard, I overpaid in one instance $4,000 or $5,000, and I encroached upon the different appropriations to that amount, because the men had to be paid, and they would not fill my requisition; but, finally, I made another requisition and got money enough to make good the overpayments, and I would not pay anybody under that appropriation, and that brought it out square. A paymaster's accounts are very complicated. In war-time you have appropriations under fifteen different heads. You draw money under each one, and you must pay it under its appropriate head; you must not encroach upon any appropriation, if possible to avoid it.

Q. Have you been brought in contact with the purchasing-paymasters?—A. I know them all.

Q. Do you know whether or not the purchasing-paymasters, when they are stationed at a certain place, have to buy of certain parties, and those certain parties make the prices with the heads of the department that require the material, and those go to the purchasing-paymaster to purchase?—A. Well, I know nothing only what they have told me.

Q. What have the purchasing-paymasters told you?—A. Well, they said they were bored and harassed to death by people coming to them and asking them to buy of such and such persons—people whose wishes they did not feel at liberty to disregard. But that is only what they said. I know nothing about it personally.

Q. Did they say that those people, whose wishes they did not feel at liberty to disregard, were the people who got them the places where they were stationed as paymasters?—A. I didn't understand that; but they said they were persons who said that if they didn't do as they requested they would not stay in their places.

By Mr. HARRIS:

Q. Have you learned from them that the contractors had the power of removal, unless they purchased of them?—A. These were not contractors. For instance, there is $50,000 worth of stuff to be purchased, and certain gentlemen who have a good deal of influence with the powers that be go to Mr. Abbott, for instance, and say, "You must purchase of so and so." The contractors agree to deliver according to contract or sample, and they must deliver.

By Mr. JONES:

Q. Is it understood that if they do not go and purchase of so and so they will be emoved?—A. Well, it is tantamount to that. They are a little frightened; that is all.

By Mr. HARRIS:

Q. How long has that state of things existed?—A. For some years past; it should not exist at all. This is one of the abuses, as I have said. It has existed for years, and has been growing worse and worse. During the war, with all our purchases, no such thing occurred. During the war, we advertised for everything. We used to advertise in two papers, having the largest circulation in the town where the purchase was to be made. For instance, when I was at Portsmouth, I used to buy a great deal, and I would advertise in the Boston Journal, I think, because it had the largest circulation of any paper in Portsmouth; and there is another thing, every one is anxious, if there is a purchase to be made, all want to be purchasing-agents. They think they can get something out of it; I don't know how. There should be a stringent rule made that all purchases shall be advertised, and that rule should not be deviated from in any instance. Then there could not be any fraud, corruption, or collusion.

Q. You think it is a mistake not to advertise?—A. It is the greatest mistake in the world.

BOSTON, *March* 27, 1876.

DAVID MCKAY sworn and examined.

By Mr. MILLS:

Question. Do you know anything about the lumber and material used by Donald McKay for building the sloop-of-war Adams?—Answer. I don't know much about it.

Q. Well, what do you know about it; do you know that he received lumber from the Government?—A. He has received some lumber.

Q. How much?—A. I cannot tell you how much.

Q. Do you know anything about any lumber that he has stowed in East Boston?—A. Yes, sir; I helped stow some there some time ago.

Q. How much lumber has he that is stowed in East Boston that was obtained from the navy-yard?—A. I cannot tell how much there was.

Q. One hundred thousand feet?—A. No, sir.

Q. Seventy-five thousand?—A. Somewhere in that neighborhood; I don't know. I helped pile it there, and that is all I know about it.

Q. Where did you get it from?—A. It came out of the yard here; at least, I was told so.

Q. What has become of that lumber?—A. It has been used, I suppose, for the purposes of the ship.

Q. How much of it?—A. I cannot tell.

Q. Is there any left there now?—A. I cannot tell you that neither; I have not seen it for over ten months.

Q. Is there any left around the yard where the ship was built?—A. No, sir; it was not left there at all.

Q. How much lumber was there left that was originally drawn from the navy-yard for the launching of that vessel?—A. There was not a great deal of timber, nor there was not a great deal of lumber. There was some, of course. There was more lumber than there was timber, but then I am not to know how much there was. I worked on the ship.

By Mr. HARRIS:

Q. Is not some of that timber stored at Taylor's yard?—A. This was some of it, but that, I guess, they have received all back.

By Mr. MILLS:

Q. Did you remove any of that lumber from Mr. McKay's yard in the night-time?—A. No, sir.

Q. Was it all removed in the day-time?—A. Yes, sir; it was all done in the day-time what I had anything to do with.

Q. Nor any from this yard to East Boston?—A. No, sir; I worked on the ship, but I had nothing to do with the timber only as it came there, when we had got to take it into the yard before it was used, and pile it up.

Q. Who brought it from the navy-yard?—A. Well, it was teamsters who fetched it in.

Q. Who, representing the Government, delivered it to the teamsters?—A. I don't know who it was.

By Mr. HARRIS:

Q. More lumber was received than was used on that ship?—A. Well, it has been used for other purposes, probably, may be not for that ship. We ain't to know anything about that. It was got for that purpose from here, and stowed on a wharf in East Boston.

Q. Whose wharf?—A. Mr. Jones's.

Q. You think it was somewhere in the neighborhood of 75,000 feet?—A. I suppose it was. I cannot tell, because I did not measure it. I handled it.

Q. Did you use a large portion of that on the ship?—A. Yes, sir; we used a great deal of it. Of course, I do not know how much or how little. I cannot say whether that lumber is there to-day or not.

Q. Are you a ship-carpenter?—A. Yes, sir.

Q. Are you employed by your brother as foreman?—A. No, sir; not as foreman. I only work there as a fastener and ship-carpenter. That is my work.

Q. You had no interest in the vessel?—A. No, sir; not at all; only I worked there at day's work.

By Mr. MILLS:

Q. When you speak of that lumber, do you include live-oak?—A. That has nothing to do with live-oak.

Q. None was carted there?—A. None to that yard. There was some carted, but I do not know how much, nor from what yard. I cannot say anything about that. There was some white-oak plank taken up there. I suppose it is being used for the same ship now. That is what it went there for, for that purpose.

Q. Went from the Atlantic Works?—A. Yes, sir.

Q. Up where?—A. Up to Mr. Taylor's yard.

Q. Was there any live-oak there?—A. There was a very little.

Q. In what shape was it?—A. It was squared timber, same as you would have timber for a ship.

Q. Long timber?—A. No, sir; not long.

Q. Any whole pieces?—A. There was some, not many.

Q. The rest was white oak?—A. White oak.

Q. He keeps some of that stowed at Taylor's yard?—A. I cannot tell you whether it is there now or not.

Q. How much was there of it?—A. I cannot tell you.

Q. How many tons?—A. I don't know. He might have bought it. He bought all this, you know.

Q. You do not know how much came from the navy-yard?—A. No; I do not; but there is some there.

Q. I suppose there must be some left after building a ship?—A. There is always some left.

Q. Do you know there is as much as ten tons?—A. No; it cannot be as much as that.

By Mr. JONES:

Q. How many thousand feet of dry lumber should you think it would take to finish the inside work of the ship?—A. It might take from 35,000 to 40,000 feet, probably.

Q. Would it take as much as that?—A. I cannot tell exactly.

Q. If you were going to figure on that ship, should you figure on as much as 35,000 or 40,000 feet of dry lumber?—A. There is a great deal of waste in cutting the lumber for a ship like that.

Q. In your opinion, would not 25,000 feet of dry lumber do the inboard work in a ship of the class of the Adams?—A. You do not want so much pine lumber as that.

Q. Not as much as 25,000 feet?—A. No, sir.

Q. How much would it take?—A. It would take, probably, 15,000 feet.

Q. Out of this lot of 75,000 feet, which you say he received?—A. Well, I don't know; I think it was somewhere along there; then there was a good deal of black walnut and white oak.

Q. How much black walnut?—A. Four loads, I should think.

Q. How much ash?—A. There might have been six.

Q. How much to a load?—A. It would average from 2,200 to 2,300 feet.

Q. How much black walnut should you say there was used in finishing the whole of the inboard work of the Adams?—A. Well, there might have been 3,000 feet.

Q. How much ash?—A. There might have been a couple of thousand feet, may be 3,000 feet.

By Mr. HARRIS:

Q. Did you understand that that lumber was being furnished by the Government a little cheaper than it could be bought outside?—A. I should say it was worth $75 or $80 a thousand, but I am not to say what he was to give for the lumber; that is for you to judge for yourself.

By Mr. JONES:

Q. What would you have had to pay for that lumber if you had gone into the market to buy it?—A. $75 to $80.

Q. And what for the black walnut?—A. About $100.

Q. What for the ash?—A. That is not worth so much.

Q. How much do you call dry western ash worth?—A. May be from $45 to $50.

Q. Could you buy it eighteen months or two years ago at that price?—A. I do not know as you could buy it here; they have generally the very best.

Q. Could you have bought it outside in Mr. Paul's yard?—A. I don't know as you could.

Q. Could you have bought it short of $75 or $80?—A. You might if you took a lot of it. I do not know as you could buy a single thousand.

By Mr. HARRIS:

Q. You got the idea he was getting his lumber pretty cheap here, did you not?—A. That was not my business.

Q. But did you not understand that he was taking advantage of an opportunity to get pretty good stock at a low price?—A. It was for the man who was delivering it to look out for that.

Q. Was not that your impression?—A. It is nothing for my interest to say anything one way or the other. I was there as a laboring man, getting my day's pay; that is all I expect to get, anyhow. This lumber was there, and he got it at the Government price. I suppose they furnished everything, and he was to pay them so much for every thousand, let it be more or less.

Q. And he got a little more than you think was needed?—A. I don't know how much he got, or anything about it.

By Mr. MILLS:

Q. On an average, what should you say that 75,000 feet of lumber, delivered at Henry Jones's yard was worth per thousand?—A. I do not believe you could buy it short of $55, take it right through.

Q. The whole pile?—A. The whole pile, because it was picked lumber.

By Mr. JONES:

Q. I thought you stated to me that it was worth from $75 to $80?—A. I know that is what I have got; I don't know what lumber is worth myself, but I have got that from good authority, that some of it was worth about $75 or $80. Take it on the average, he might have got it for from $45 up to $65.

By Mr. MILLS:

Q. I asked you what in your opinion that lumber was worth, averaging the whole of it, per thousand.—A. I suppose it was worth may be from $45 to $55 a thousand, take it right through from beginning to end. I don't believe you could go outside and buy it any cheaper than that.

Q. I do not see how you could bring the average down to that, when you have not had a single piece at that price.—A. There were a good many piles of lumber came there, and there might be a good deal, you know, that was not first quality, don't you see, and when you come to average one thousand with another, if you could get $45 a thousand for it, you get a big price, don't you see?

By Mr. JONES:

Q. Did he receive any lumber there to do the joiner-work on the Adams that was not first-quality lumber?—A. Yes, sir; there was some. Of course it was rejected.

Q. How much?—A. Probably not 2,000 feet.

Q. All the rest was first quality?—A. First quality dry pine lumber.

Q. Do you mean to say it was not worth more than from $45 to $65 a thousand?—A. I mean, take the whole of it.

Q. How much of that 75,000 feet was dry pine?—A. I cannot tell.

Q. Three-quarters of it?—A. Yes, all of that.

By Mr. HARRIS:

Q. Have you not got that estimate pretty low? Do you believe you could have gone out at that time into the market and bought it for less than an average of $75 a thousand?—A. Well, I don't know; may be you might have bought it for more, and might have bought it for less. I cannot exactly say about it, you know.

Q. Have you not some opinion about it?—A. I know pretty well what lumber is worth. If I was going to buy it, I should buy it as cheap as I could. I would not want to estimate on another man's property what it is worth, or what it is not.

Q. You can tell us whether the market would have furnished any lumber like that at less than $70 a thousand on the average?—A. You could not get dry lumber, I guess, at that time, short of $65.

Q. Do you not think it would average from $65 to $70?—A. Yes, sir; somewhere about there.

BOSTON, *March* 27, 1876.

WILLIAM A. SIMMONS sworn and examined.

By Mr. MILLS:

Q. What office do you now hold?—A. Collector of the port of Boston.

Q. Do you know anything about the United States dredger that seems to have been borrowed from the navy-yard by Lewis & Co. to do some work? If so, state what.—A. Some months ago, Mr. William Wooley, an old friend of mine, came to me complaining very bitterly that the Government dredging-machine, or a Government dredger, from the navy-yard, was being used by private parties in competition with his business; that he was a republican and a friend of the administration, and he thought it was a little hard, and wanted to know what could be done about it. I told him if he would address a letter to me, stating the facts, I would represent them to Secretary Robeson, and make such comments upon them as would have the matter immediately attended to. He did so, and I forwarded his complaint to the Secretary in a personal note, stating who he was, and the facts as alleged by him, and that he knew they were so, and was prepared to prove them. I heard no more of it until Admiral Nichols came over one day and desired to know the facts. I said I would send Mr. Wooley to him, and Mr. Wooley went to him. I know nothing further about it, except what Mr. Granger and others have told me.

Q. You do not know anything further than that?—A. I only know what Mr. Granger has told me, and other people. I do not know of my own personal knowledge any fact in relation to it.

Q. What sort of a man is Mr. Granger?—A. I have always considered him a good man. I was very largely responsible for his appointment.

Q. Has he stood well in your community heretofore?—A. Yes, sir; he has always stood very well, as far as I know.

Q. Has he been a member of the Massachusetts legislature?—A. He has been a member of one legislature, and was a highly respected citizen, so I am told, out in the section of the city where I now live. I had not very great personal acquaintance with him. My acquaintance was of recent date, comparatively.

Q. Are you cognizant of any abuses in the administration of this navy-yard to which you could call the attention of the committee?—A. No, sir. I know nothing of my own knowledge regarding the navy-yard.

Q. Do you know anything about the contract system, or how they furnish supplies there? It seems from the investigation that we have made that one person furnishes, and has for years furnished, all the lumber. Can you explain how such a thing as that could occur?—A. No: I do not know anything about it, except that I suppose it is all done through the chief of bureau.

Q. At Washington?—A. Yes, sir. I do not know the rules which govern at all. Everything in our department is let by contract, and the lowest bidder gets it. I suppose the same principle prevails at the navy-yard, or ought to.

Q. If it did, it would seem strange that one man should be the lowest bidder all the time for a number of years, would it not?—A. It would be a very happy circumstance for him.

By Mr. JONES:

Q. Do you know anything about the contract for the ship Adams?—A. I do not know much about the ship. The first contract that Mr. McKay had on it I secured for him through General Butler and Mr. Hooper.

Q. Did you ever receive anything for getting that contract?—A. No, sir; I never received a dollar in my life.

Q. Do you know any one who did?—A. Mr. McMichael, who was a former ship-builder, was very much interested in Mr. McKay's having the contract, and Mr. McKay agreed to employ Mr. McMichael as his foreman in charge of the building of the ship. I think he said it was to consume between ten and twelve months in building, and he was to pay him $3,000 for his services. This he agreed to do with General Butler and myself.

Q. Did he make any writing to that effect?—A. I think that Mr. McMichael had a writing from Mr. McKay to that effect, if I remember rightly. At any rate, Mr. McKay agreed to do so, whether he put it in writing or not. That was the understanding at the time. Mr. McMichael, being a citizen of East Boston, with Mr. McKay, and being then out of work, and being a practical ship-builder, I thought, as a friend of Mr. McMichael, that it would be a good way to give Mr. McMichael, as a citizen of our district, employment; and as I was working for Mr. McKay merely to benefit the district, to benefit our mechanics, East Boston being a ship-building community, I thought it was a right and proper thing to do, and did it.

Q. Do you know whether Mr. McKay carried that contract out with Mr. McMichael?—A. No, he did not. Mr. McMichael came to me several times after the ship was commenced, and said that Mr. McKay wanted to get out of it, and wanted to know what it was best to do. I told him I thought Mr. McKay was in honor bound (I am quite sure that Mr. McMichael had a writing to that effect) to give him the place of foreman at the compensation agreed upon, which was not a large compensation; but finally Mr. McKay made so much trouble about it Mr. McMichael said he would agree to settle it, and I think Mr. McKay paid him $600 through Mr. B. F. Palmer, one of our city assessors. I think it was through him. I had some talk with Mr. Palmer about it, at any rate.

Q. Before this settlement was made with Mr. McKay was not Mr. McMichael ordered to repair some iron-clads in New Jersey by the chief of bureau?—A. I think while he was negotiating about this, (as I say, he was out of work, and not a moneyed man,) his friends secured him a position, which was given him by the Navy Department, to superintend iron-clads in New York.

Q. Was that after the contract was broken with Mr. McKay?—A. It was about that time. My memory does not serve me as to the dates.

BOSTON, *March* 27, 1876.

GEORGE H. FOGG sworn and examined.

By Mr MILLS:

Q. You are in the lumber business here, are you not?—A. Yes, sir.

Q. Were you in 1873?—A. Yes, sir.

Q. Do you remember selling a bill of lumber to Mr. Trickey in September, 1873?—A. I think I do.

Q. To what amount?—A. 70,224 feet.

Q. At what price did you sell it?—A. $32 per thousand.

By Mr. HARRIS:

Q. Where did that lumber go to?—A. It went to the navy-yard, I suppose.

Q. Did you deliver it?—A. I delivered it in the water, in the navy-yard dock.

Q. What was the lumber?—A. Rough-hewn timber.

Q. Oak or pine?—A. Yellow pine.

By Mr. MILLS:

Q. You delivered that lumber at the navy-yard without Mr. Trickey's being at any expense or cost at all?—A. We delivered it in the water, and then we left it. I do not know what was done with it afterward.

Q. You delivered it at the navy-yard?—A. Yes, sir.

By Mr. HARRIS:

Q. You delivered it in the wet dock where they wanted it?—A. In the ship-dock.

Q. You do not know what Mr. Trickey's contract was, whether to deliver it in the dock or on the wharf?—A. I know nothing about Mr. Trickey and the navy-yard.

Q. How soon did you get your pay?—A. I don't know as I could tell that.

Q. Did you wait until he got his?—A. I cannot tell.

Q. Do you believe you did?—A. I believe we waited, but I cannot tell how long. I don't know but we might have got our pay very soon after.

Q. Do you remember whether he told you he desired you to wait until the Government paid him?—A. I never heard anything of the sort. Mr. McQuesten, my partner, made the trade with Mr. Trickey, consequently I did not have much to do with it.

Q. You do not know the price Mr. Trickey got for it?—A. No, sir.

By Mr. JONES:

Q. What was eastern pine plank worth two years or two years and a half ago, four-inch wharf plank, such as you get in the eastern country?—A. I cannot tell positively.

Q. Well, what would you sell 40,000 or 50,000 feet for, a year and a half ago or two years ago?—A. I should be loath to answer that question under oath. I think we sold it somewhere about $30.

Q. What was 10-inch timber worth 16 feet long, eastern pine, such as we get out through the country here?—A. About $35.

Q. What were spruce boards worth, miscellaneous lengths, a year and a half ago?—A. We do not deal in them.

Q. Six-inch pine, 16 feet long, would that be the same price?—A. Yes, sir.

BOSTON, *March* 27, 1876.

CHARLES H. LEWIS sworn and examined.

By Mr MILLS:

Question. Do you know anything about the United States dredge-boat?—Answer. Yes, sir.

Q. Did you make a contract for the use of that dredge-boat?—A. Yes, sir.

Q. With whom did you make the contract?—A. I first saw Colonel Granger at the yard, and told him I would like that boat, and he told me I would have to make application, I think it was, to the commodore, or to the Secretary of the Navy, and I made the application.

Q. Was a contract entered into that you should have it, or the use of it?—A. No, sir.

Q. How did you get possession of the boat?—A. I took it from the navy-yard.

Q. Under what agreement?—A. The agreement was that I should put the dredge in repair.

Q. With whom did you make that agreement?—A. I think it was with the Secretary of the Navy.

Q. What were the terms of your agreement?—A. I was to put the dredge in repair for the use of it for nine months.

Q. To put it in thorough repair?—A. Yes, sir; in working order.

Q. Furnish all the labor and material necessary to put her in working order?—A. Yes, sir.

Q. Was any of the labor or material on that vessel furnished by the Government?—A. Well, sir, I would like to go back and tell my story. I am a civil engineer by profession, and live in New York. I had a contract to build a railroad in Maine and came down here, and when I got here I found I could not build the road. I was staying at the Parker House, and saw an advertisement for a dredging contract. General Ledby, a partner with me, was an old dredge-man. I had never had any experience in it at all. Colonel Granger was a classmate with me, and afterward a partner with me for six years. General Ledby and I went over to the navy-yard and saw the hulk of a dredge sunk there, no machinery in it, and General Ledby, who owned a dredge at Troy, said, "If we can get that dredge and repair it for less than we can pull my dredge round from Troy, we can get that contract." It was a contract for less than $1,100. We estimated that it would cost $500 to repair that dredge. It had been sunk, I think, for six years. Then I made this application for the dredge in the proper form, whatever it was—Colonel Granger told me. The authority came back from the Secretary of the Navy that I could have that dredge if I would put it in repair sufficient to do my work. My work was only for forty-five days. The harbor commissioner, General Whiting, told me that I could finish it in forty-five days, and we thought we could repair that dredge cheaper than we could haul one round alongshore from Troy. General Ledby thought we could repair her for about $500. I have got my bills here of all the repairs that we had made. We had a daily roll, and I took the money over there and paid those men. I think it was $500 or $600. I gave the money to pay the

men to Mr. Cassidy, the head carpenter of the yard, I believe, and he paid the men. I went over one day to pay them, and the amount was more than I expected, and I went over another day and paid them.

Q. Who was present when you paid Mr. Cassidy?—A. I do not know whether General Ledby was with me or not.

Q. Was Mr. Granger present?—A. Mr. Granger would not take the money. I drew my check, payable to Colonel Granger, and he would not take the money. He told me to give it to Mr. Cassidy, and I gave it to Mr. Cassidy. I do not know but I am a little mistaken about the time, but I know that one time when I went over I took a check and they could not get it cashed. They sent it down to the grocery where the officers congregate, and they could not get the money on it, so I had to go over again. I gave the money to Mr. Cassidy, and he had the pay-roll made up, from which I paid those men. My impression is the amount was between $500 and $600.

Q. That was for labor?—A. Yes, sir.

Q. You did not pay anything for material?—A. I did not have any material.

Q. Who furnished the material?—A. There was no material furnished.

Q. Was there not any lumber furnished?—A. I don't think I paid for any. There were two planks put into that dredge that I did not care to have in; of course, I merely wanted the dredge to stay up until I could do this job.

Q. If you paid several hundred dollars for labor, it seems to me there must have been some material furnished which was worked up into that dredge?—A. I do not know where it was worked up.

Q. They must have had something to labor with if you paid them between $500 and $600.—A. It was sunk, and it cost me a great deal to raise it. That was the principal expense. It was sunk in five feet of soft dock-mud.

Q. Did you pay Mr. Granger at all?—A. No, sir; he would not take the money; I offered it to him.

Q. You did not pay him anything to assist you in getting the dredge?—A. No, sir.

Q. Did you pay Mr. Cassidy anything?—A. No, sir; I did not pay him anything, but my clerk did.

Q. How much did he pay him?—A. He paid him $20. I know that he charged it to me, and as he is a brother-in-law of mine I suppose he paid him the money. I have no doubt of it.

Q. Was that all that was paid?—A. No, sir.

Q. What else?—A. A man named Whitney was paid.

Q. How much did you pay him?—A. One was paid $20 and the other $25. I think there was more paid. I think Whitney received a payment of $10.

Q. Did anybody else receive anything?—A. I think that was all.

Q. Was Mr. Buckley paid anything—another of the workmen there?—A. I do not know him.

Q. Was Mr. Little paid anything?—A. I do not know him. I think those were the only two that were paid.

Q. There were three payments made, one of $20, one of $25, and one of $10?—A. I know that those payments are charged to me. I know my clerk paid the money.

Q. Was the course of Mr. Granger in that transaction entirely honest and upright, as far as you had any dealings with him?—A. Why, yes, sir; just as upright as ever anything was in the world. In fact, he would not extend to me the same facilities that I should have supposed an outsider, a perfect stranger, would have done, and he was a classmate of mine and a partner for six years in business. He simply said to me, "Colonel, I would rather you wouldn't take this dredge," and he would not receive a dollar of money. I made out a check to him and handed it to him, but he would not take it.

Q. Did you pay anything to him for himself?—A. No, sir; not a dollar.

Q. Then I understand that the money that you paid for those laborers, between $500 and $600, is distinct from the $20, $25, and $10 payments that you made to those two men. That was for themselves, was it?—A. That was for themselves; yes, sir.

Q. What consideration did they render to you for that?—A. Well, I don't know as there was any particular consideration. They were very accommodating when we were working there. I did not go over much myself. My brother-in-law had charge of it. He was my clerk.

Q. Did these parties tell you they were working up Government material into the boat, getting lumber from the Government?—A. O, no, sir. They did not tell me anything about it at all. My clerk used to go off boating with Cassidy, and he was a very great friend of his, and thought there might be some things which we might want which belonged to that dredge, tackle and rope, and one thing and another, which ought to go with the dredge, and after we went on to the ground to work he would go back there and get those things. I went there for material at one time and saw Mr. Cassidy, and he said it was no use to go up and see Mr. Granger, he could probably fix the thing himself.

Q. You have been in business here some time?—A. No, sir; I live in New York.

Q. Do you not live in Boston?—A. I am living here now with my family. I have not got through with that job yet. The Government took that dredge away from me, and I have

lost from six to ten thousand dollars on that job. I have got bills amounting to $1,270, f work that was done on that dredge outside, to put it in proper order. and just as I got it good order down came an order from Washington to take it away from me, because the men in Boston thought I was off my territory here.

Q. Were you off your territory?—A They thought they ought to control the dredgi in Boston Harbor themselves.

Q. Were you doing anything here except what your contract bound you to do?—A. N sir.

Q. Did you not do a job of private dredging?—A. Yes, sir. I did a job of private dred ing; that is what brought on the trouble. I would load my scows at night, and if I cou not get off on the tide I would tie them at the Marble wharf, and I had dumped two or thr scows there; that is, they would dump themselves, roll over and turn bottom-side up a spill before morning; perhaps the water would become rough in the harbor, and the wa in them would get to shaking and the dirt would be thrown over. I took a private job the party that owns the Marble wharf, and did it lower than the regular rates here, beca I considered I had helped fill up his dock. I believe that job belonged to Mr. Wooley, he made a great fuss about it. I did not know him from a side of sole-leather. That the only private job I did, but that was inside of the time I had the dredge from the Gove ment.

Q. From whom did you obtain those coils of rope that you used on the dredge?—A. I cannot answer that; I did not get them myself, but I think they came through either Cas. sidy or Whitney.

Q. You do not know who did get them?—A. Well, my clerk must have got them: I do not know from whom.

Q. Where is your clerk?—A. He is at Somerville.

Q. He is not in the city?—A. No, sir; but he is only two miles out.

By Mr. HARRIS:

Q. We have had information that that boat when you began work on it was upon blocks.—A. Well, sir, she was not upon blocks; she was sunk from six to seven feet, the stern of her, in the mud, and the bow was upon blocks; she was in a great deal worse position than if she had been lying flat.

Q. How was the dredge hauled up? What did you do to get it up?—A. I paid for it.

Q. You paid these men for it?—A. Yes, sir.

Q. Do you not know that Mr. Granger used a steam-engine to pull it up at the Government's expense?—A. Yes, sir; there was a steam-engine used there.

Q. Did you pay for that?—A. No, sir.

Q. The engine and machinery were all put on board the boat without expense to you, were they not?—A. Yes, sir; that was the understanding.

Q. With whom?—A. It was the understanding I had, that the principal part of the expense that I was to go to was to raise that hulk and put it in repair.

Q. You have sworn that you made no specification except that you would take that hulk and put it in thorough repair, and return it to the Government at the end of ninety days, in good condition?—A. Yes, sir.

Q. Did you not understand when you made that contract, that you were to do everything to it?—A. No, sir; I did not, for this reason. I asked them where the machinery was; they said, "There is all the machinery there." I said, "Perhaps some portion of the machinery is gone." I went up to the machine-shop, and either Colonel Granger, or the head machinist, told me (that was the understanding I had) that they should put the machinery on board, because I only estimated upon $500 to do the whole job.

Q. Your letter says $1,000.—A. Limited to $1,000.

Q. Not "limited;" the correspondence with the Department at Washington speaks of $1,000.—A. I guess they said that they thought $1,000 would put it in repair. They came and painted the dredge, and did other things which I did not care anything about, which I did not want done, because I was pressed for time.

Q. But you said you would take the dredge as it was, and put it in repair?—A. All that that had reference to was to get it up. The dredge was sunk, and that was the principal part of the expense. I put a house on her.

Q. Your contract did not specify anything except that you would take it as it was, put it in perfect repair, and return it to the Government in good order after you had used it ninety days?—A. I spent $500 or $600 for labor there, and I spent $1,200 afterward. As soon as I got out into the harbor the dredge broke down, and everything went to pieces; I do not know, gentlemen, who is being tried here, but I have a little reputation at stake in this thing myself, because it is said here that I had my work done inside of the navy-yard. Mr. Worthington, of the Traveller, a friend of mine, and Mr. Pulsifer, of the Herald, have told me that, though of course they got it from their reporters.

[Witness here exhibited a number of bills which he said had been incurred for labor and materials expended on the dredge after it left the navy-yard.]

Q Do you say that all these bills, amounting to $1,278, were paid outside, beside the $500 or $600 paid at the yard?—A. Yes, sir; and I never did a thousand dollars' worth of

work with the dredge. When I got the dredge in good working order, the Government took it away from me, because Mr. Wooley went to the collector of this port and told him I was an interloper here; he was a good republican, and there was no reason why I should come here and get on his territory; that is just what he said in his letter.

Q. You say that all these bills relate to work done on that dredge?—A Yes, sir; every one of them are dredge-bills. I have spent $1,700 on that dredge, and did not actually get a thousand dollars' worth of work out of it. It would not do the work. I put in new wheels and pinions. In fact, I have rebuilt the machine. The largest bill here is McLauthlin's, the big machine and tool man here. Every pinion on that vessel is made of bell-metal, worth 42 cents a pound. I went to Colonel Granger myself and told him, "I think you ought to furnish me spuds. They are all rotten: that dredge has not been used for seven years." Colonel Granger said, "I can't furnish you a dollar:" and here is the bill where I bought the spuds of Huckins and one other firm. I got one stick of timber over to the navy-yard for a dipper-handle.

Q. It appears that they spent $1,200 on that dredge over at the navy-yard?—A. I don't know where they spent it.

Q. They furnished Manila rope, you say?—A. I returned the Manila rope.

Q. But you had the use of it while you had the dredge?—A. Yes, sir.

Q. How much in value do you suppose that was?—A. I do not know. I suppose $150. I cannot see where they spent $1,200 on that dredge. All they did under Heaven was to take the machinery which had been taken out, and put it in again.

Q. Did they not repair her keel?—A. I do not know any repairing that they did except to put in three planks which I did not want.

Q. Was there not a hole in her?—A. There was one plank which was broken in. Colonel Granger came out there one day in a steam-yacht when I was there, and the crane would rack and spring a little. It had been that way ever since I had been out. That was the best part of it: but he sent his man over, and he put on a lot of clamp-screws, and detained me a whole day. I did not want it done at all, and after it was done it did not work, because the rest of it was loose. I asked him what he wanted to do that for, and he said because it might drop off and fall into the river. This money that my clerk paid Mr. Cassidy and Mr. Whitney was a small amount, and he says he paid it because he wanted to get tackle and blocks, and one thing and another, and he thought it was right, because it was going back to the Government, and it has gone back.

Q. You gave that money to Cassidy and Whitney for the sake of getting something from the Government which you could not otherwise get, did you not?—A. My clerk did that for the simple reason that Colonel Granger told me he would not give me a single thing. The first day that I got on the ground my dredge broke, and I went over myself to Colonel Granger. and he says, "I cannot do a single thing." Then I went to McLauthlin. Here are my bills for $1,278. I went over one day to see Colonel Granger myself, and met Cassidy, and says he, "I guess it is no use to go and see Granger." I wanted something or other, I forget what it was now, and I guess likely I got it.

By Mr. JONES:

Q. Did I not understand you to say that you put a house on her?—A. Yes, sir; there are the bills.

Q. Did you do it by your men, or did the Government put it on?—A. I did it after I took the dredge away from the navy-yard.

Q. The house was not put on there at the yard?—A. No, sir.

Q. The lumber for it was not furnished by the Government?—A. No, sir; there is the lumber-bill there. I know I furnished the lumber. I got nothing myself out of the navy-yard, but, as I say, my clerk did get some things there. I do not think they all amounted to a great sight, but I do not know what they amounted to; but if they expended $1,200, I do not see how in the world it could have been done; that is all.

By Mr. HARRIS:

Q. Have you paid anybody for the use of this dredge except those men, Cassidy and Whitney?—A. Not a dollar.

Q. And that was for the purpose of getting them to do certain things which they would not otherwise do?—A. I suppose that is the way. I should say, if I had the same thing to do over again, I should go and take the blocks and tackle and anything that I wanted, knowing that it was all to go back again.

Q. Have you got a bill for that shovel?—A. Yes, sir.

Q. Have you paid for it?—A. No, sir.

Q. Do you intend to pay for it?—A. I do not know. I have got a bill against the State for $6,534 for materials which they have not paid me for, and this thing has been brought up there. It is nothing but malice in this Mr. Wooley. He has pursued me all through.

BOSTON, *March* 27, 1876.

FREEMAN M. JOSSELYN sworn and examined.

By Mr. MILLS:

Question. Will you state whether or not you are clerk for Mr. Paymaster Abbott?—Answer. I am.

Q. Will you state whether Mr. Trickey sold the navy-yard a certain amount of pine lumber during the month of October, 1873, amounting to 70,000 feet?—A. I find it so recorded on the requisition-book.

Q. Please state at what price he sold that lumber to the Government?—A. Of that I am not informed, but the estimate is $45 per thousand for 50,000 feet of yellow pine, and $55 per thousand for 20,000 feet of yellow pine, and I judge that that is very near the price paid.

BOSTON, *March* 27, 1876.

JOHN B. HUCKINS sworn and examined.

By Mr. MILLS:

Question. Are you a lumber-man here?—Answer. Yes, sir.

Q. Do you remember making a bid for 6,000 feet of white-oak timber, which was to be supplied to the Government, some time ago?—A. I made a bid some time ago. I do not know what amount it was.

Q. Did you have any conversation, before you made that bid, with any person, or confer with Mr. Trickey?—A. I do not know anything about it. The bid was made by my brother.

Q. Do you know whether or not, when bids are put out here for supplies for the navy-yard, for lumber, for instance, as that is in your line, that notices are sent only to a few persons, or are they sent to a good many persons dealing in lumber?—A. I do not know anything about it. I don't know as I ever saw a notice.

Q. Do you know whether the lumber-men get together and make combinations to prevent competition?—A. No, sir.

Q. Has your firm ever made any combinations of that sort with Mr. Trickey?—A. Not that I know of.

Q. Did you get any interest for bidding on that lumber?—A. No, sir.

Q. Do you remember what your bid was?—A. Ninety-odd cents, I believe.

Q. Why did you bid so high? You certainly did not want the contract?—A. I did not see the proposal, and don't know what it was. My brother told me at one time that he had put in a bid for some timber at the navy-yard. That is all I know about it.

Q. It was knocked off to Mr. Trickey at 90 cents, and your bid, you say, was over 90 cents?—A. Yes, sir.

Q. Do you know whether or not your firm had any interest in the lumber?—A. Not a cent.

Q. Did you not get any of the profits from it?—A. Not a dollar.

By Mr. HARRIS:

Q. Did you not furnish any of the lumber?—A. No, sir.

Q. Had you that lumber on hand?—A. I presume not, of the kind they wanted.

Q. What was white-oak timber worth in the market about that time last fall?—A. It was worth all the way from sixty cents a cubic foot to a dollar.

By Mr. MILLS:

Q. Could you sell white-oak timber to other ship-builders at those rates?—A. Yes, sir. I have got timber on my wharf to-day that cost me over a dollar a foot.

Q. White-oak timber?—A. Yes, sir.

Q. Where did it come from?—A. It came from Tennessee.

Q. How do you get white-oak timber from Tennessee?—A. Have it brought by rail.

Q. What kind of timber is that?—A. It is first-rate timber, 16 by 22, 16 by 20, and 15 by 20.

Q. Was this timber that was to be furnished under the contract with Mr. Trickey of that kind?—A. I cannot tell you, because I did not see the proposal.

Q. What is white-oak timber that you get from Maryland worth, say in quantities of 5,000 or 6,000 feet?—A. It is worth all the way from $20 to $40 a ton. Forty feet is a ton. That would be, at $40 a ton, a dollar a foot. There is a great deal of difference in timber, you know. There is large and small, and choice pieces; crooked pieces and stern-pieces come high.

By Mr. JONES:

Q. I understand it was straight timber that was furnished to the Government.—A. I cannot tell you anything about that, because I did not see that proposal. I understood my brother that he had put in a bid one day. My brother is here in the city, and I am over to East Boston. I attend on the wharf, and he attends to the business in the city.

By Mr. HARRIS:

Q. What is the market-price of ship-timber to-day?—A. There is really no price to-day. I have got some on my wharf which I should be glad to sell at considerably less than cost. It is common timber. I should sell it to-day, to any one, at $14 a ton

Q. Which would be less than fifty cents a foot?—A. Yes, sir.

Q. Did it cost you more than that?—A. Yes, sir.

By Mr. JONES:

Q. What do you consider timber has been worth any time within a year, such as the Government has been buying to saw up into planks—round logs?—A. They do not have round logs; they require better qualities of timber than we keep on our wharf. They have choice timber, well got out. It has to be long lengths, and it is large timber, squared timber, and it is a better class of timber than we keep on our wharf over there to sell. It is worth all the way from sixty cents, as I told you, to a dollar a foot.

Q. Do you keep soft lumber on your wharf?—A. No, sir. We keep hard pine, oak timber, and some spruce, but no white pine.

Q. You buy this timber to sell to ship-builders?—A. Yes, sir.

Q. Where do you get it from, mostly?—A. The oak timber comes mostly from Virginia; the hard pine from Georgia.

BOSTON, *March* 27, 1876.

PEMBROKE S. HUCKINS sworn and examined.

By Mr. MILLS:

Question. Do you remember putting in a bid some time last year for 6,000 feet of white-oak timber that was advertised for by the navy-yard?—Answer. Yes, sir.

Q. Do you remember what your bid was?—A. Something over ninety cents.

Q. Did you have any conversation, or any agreement, with Mr. Trickey about putting your bid in?—A. I don't recollect what conversation I had with him about it.

Q. Did you have any agreement with him that your bid was to be over ninety cents?—A. I do not recollect the conversation I had with Mr. Trickey, whether it was to be over ninety cents or under ninety cents.

Q. What conversation did you have with him on the subject? You conversed together about making your bids, did you not?—A. I think he said something to me about the bid. I put a bid in, I think, at ninety-five cents. I am not certain; it might have been less.

Q. You and he conversed about it beforehand?—A. I think he might have said something to me.

Q. Did he not?—A. Well, I think he did, but what he said I cannot recollect.

Q. You know he did have a conversation with you about it?—A. Well, he said something to me about it.

By Mr. HARRIS:

Q. He wanted you to put in a bid, did he not, at 95 cents?—A. I can't say he wanted me to put it in at 95 cents. He wanted me to put in a bid, and I put t

By Mr. JONES:

Q. Did he not know what your bid was, or about what it was?—A. I think he did.

By the CHAIRMAN:

Q. Did you not know what his was?—A. I can't say as to that.

By Mr. HARRIS:

Q. It was an accommodation bid; did you not intend to furnish the lumber?—A. I did, if the Government gave me the contract.

By the CHAIRMAN:

Q. Did you not know he was going to bid under you; did he not tell you so?—A. No, sir; he did not.

Q. Did you not know that he was?—A. I might have guessed at it.

Q. Did you have any interest in it?—A. None at all.

Q. Did you receive any of the profits from it?—A. No, sir; not a cent.

Q. Did you furnish any of the lumber?—A. I furnished two sticks the other day.

Q. Did you furnish any of that 6,000 feet?—A. This was to make up that contract, and that was rejected that I sent there. He bought two sticks of me, and afterward he told me they were rejected. They are over in the yard now.

Q. Is that all you furnished?—A. That is every stick.

Q. Did he compensate you in any other way?—A. No, sir.

Q. Did you have any interest in any other of his bids?—A. No, sir.

Q. How came he to talk to you about your bid?—A. That I cannot say.

Q. Do you and he frequently talk about such things?—A. Never before, that I know of.

Q. Have you since?—A. No, sir.

Q. Were you in any way interested together in bidding?—A. No, sir. I have sold Mr. Trickey timber.

Q. How much have you sold him; large amounts or small amounts?—A. Well, I think it was two years ago.

Q. Did he not give you some little advance on the market-price?—A. No. He owed us when he failed, and we have not got any money yet, and never shall, I guess.

By Mr. HARRIS:

Q. Now, I want to ask you this question, whether you did not understand that your bid was merely to help him fix his price for the lumber, to give the appearance of competition?—A. Well, perhaps so.

Q. Is that not the fact, that he wanted a competing bid?—A. I suppose it was so.

Q. So that upon the face of things it would look as though two men bid, and he made the lowest bid?—A. I suppose he made the lowest bid, because he got the contract.

Q. You understood that he wanted it for that purpose, to give an appearance of competition?—A. Well, it might be so.

Q. Is not that your impression?—A. Yes, sir. I suppose it is.

Q. Now, you knew at the time, did you not, that either of those bids, the 90 or the 95 cent bid, was far above the market-price of that lumber?—A. No, sir. I don't think it was above the market-price. I think 95 cents was a fair price for that kind of lumber.

Q. Could you not buy it in this market for much less than that?—A. Well, two years ago I bought some timber, and paid $85 a thousand for it, more than a dollar a cubic foot, and I have got it on the wharf now.

Q. Cannot sell it?—A. I cannot sell it.

Q. At that price?—A. I cannot sell it at the price I gave for it, and I gave over a dollar a foot for it a year ago last fall.

Q. What do you say the fair market-price for white-oak ship-timber, such as the Government uses, has been for the last two years?—A. Well, from 60 to 90 cents. It depends upon what they want. The Government requires very nice timber. It must be all 12 inches at the top end, and free of sap. You can buy ship-timber in the market, but the Government would not take it, for a great deal less than that.

Q. How much less?—A. I know ship-timber worth about 50 cents a cubic foot, common oak timber, the Government would not take. The last cargo I had, I do not think the Government would have taken more than 25 per cent. of it, for I picked out those two sticks, as I tell you, for Mr. Trickey, and they were two as good sticks as I could find, and they would not take them.

Q. So far as that bid was concerned, you had no expectation of getting the contract on it, had you?—A. It was a bid which I put in at his request.

Q. Without any expectation of getting any benefit from it yourself, was it not?—A. Yes, sir; I suppose it was.

By Mr. MILLS:

Q. Then of course you knew that your bid was higher than his?—A. Well, no: I do not know as I knew. I did not know what his bid was. He did not tell me what his bid was.

By Mr. HARRIS:

Q. But he knew what yours would be?—A. Yes, sir; I think he did.

BOSTON, *March* 27, 1876.

THOMAS S. HASKELL sworn and examined.

By Mr. HARRIS:

Question. Were you a clerk for Mr. Granger during the period when the dredger was being repaired?—Answer. Yes, sir.

Q. Did you receive daily reports from the machinists and carpenters?—A. Yes, sir.

Q. Did those reports disclose upon their face what the men were doing?—A. I receive two morning-reports. One morning-report is for the purpose of telling where the men were at work yesterday, to compile our report from; the other morning-report is one that has been in vogue now about two years and a half, for the commandant, that he may know where the men are at work during the day—where they are at work just as the report is made out. It is a report that simply states the number of laboring men, where employed, and how employed. This report is made in the morning at 9 o'clock, and simply states the last they are doing at that time, and therefore the other morning-report is the report which figure our time from.

Q. I understand that you make an abstract or condensed report to the commandant every day?—A. Yes, sir.

Q. Does that report show where the men are employed during the day?—A. No, sir; it shows where and how they are employed at the time the report is made out.

Q. Did those consolidated reports which you made to the commodore show that any men were at work upon the dredger?—A. They did.

Q. Every day?—A. No, sir.

Q. How often?—A. My attention was called one day to a report that bore "Dredger" on it. Knowing the fact, that that work was to be performed by the person who was to receive the loan of the dredger, I called the attention of the civil engineer to that fact, and a messenger was sent for Mr. Whitney and Mr. Cassidy. On both of their reports I have found this item. The civil engineer called them up, and asked them what they were doing to the dredger, and why they were doing it. Mr. Whitney spoke to the civil engineer and informed him that it was a slight job, and it had already been done. The civil engineer asked him, "What right had you to place any men on the dredger?" He said he had no right. This was in my presence, and in the civil engineer's office.

Q. For how many days in succession did your daily reports disclose the fact that men were at work on the dredger?—A. I am in doubt.

Q. Was it not right along for forty days?—A. No, sir; I guess the reports from the foreman machinist and joiner had it in for as many as fifteen or twenty days.

Q. That is, both the machinist's and carpenter's report?—A. They were not consecutive. Sometimes one, and sometimes another, as far as I have looked over the reports.

Q. Then you did have shown to you by one of the morning-reports the fact that men were working there right along for a good many days on the dredger?—A. No, sir; they both came to our office, but there are only two clerks to perform the duties of four men. The store-clerk is Mr Delano, and I am clerk of the civil engineer, and do the duties of time-clerk. To do that work, we divide it. He does what he can of the figuring, and I compile the accounts monthly, and make this report to the commandant every morning, and he takes the record of the foremen.

Q. On any of your morning-reports to the commandant did you show that men were at work on the dredger?—A. Yes, sir; I did. It struck me all of a sudden that it ought not to be there. Whether that was one of the first reports where the dredger appeared or the last I do not know.

Q. It struck you all of a sudden that there was something wrong?—A. No; it struck me all of a sudden that it ought not to be there.

Q. You called the attention of Mr. Granger to it, and he called the men up, and they made the explanation which you have stated?—A. They made that explanation, and he said, "You will from to-day do no work on the dredger."

Q. This was after the work had been done, was it not?—A. I do not know about that.

By Mr. MILLS:

Q. Was that after your attention had been called to it by the commandant?—A. No, sir; the commandant had not called my attention to it.

Q. Had the fact become public?—A. No, sir.

Q. Had any complaint been made that the dredger was being prepared at Government expense?—A. No, sir.

By Mr. HARRIS:

Q. Could not the civil engineer, by looking at those morning-reports, see where his men were at work every day?—A. Well, sir, in looking at those morning-reports, they came under my eye to compile them.

Q. Did he not look at them?—A. No, sir; not every day. He would look at the condensed daily reports. The condensed daily reports bore that, but he probably sometimes would not cast his eye over them.

Q. Was it not his duty to know where the men were every day?—A. Yes, sir.

Q. So that in point of fact he had the returns before him?—A. The condensed reports.

Q. And you had the extended reports?—A. Yes, sir.

Q. Either of them were accessible to him if he had seen fit to look at them?—A. Yes, sir.

By Mr. MILLS:

Q. Do you know whether the consolidated or compiled report, as you call it, that was carried to the commandant every morning, showed that those men were at work on the dredger?—A. Yes, sir; I think they do show it.

Q. Then, as a consequence of that, if Mr. Granger is guilty by reason of being informed by his morning-reports that those men were working on the dredger, the commandant is equally guilty, you say?—A. Yes, sir.

Q. They both had the same amount of information of a violation of the laws of the United States Government?—A. Yes, sir; the morning-reports in the interim while this dredger business was going on were taken by the other committee, and were at their dis-

posal, and I believe they were forwarded with the other documents, although I am not confident of it, because I do not know.

Q. How is material taken from the stores of the Government by the hands when at work?—A. If a foreman desires any material, he makes an order now. He used to make a request, but now it is an order. He writes it out and brings it to the office of the civil engineer, and an order is made out on a book, called the store-book, to draw the material from the store. On that order is stated what it is to be used for, and whom to be delivered to, and it is signed by the civil engineer. Then it is sent to the store-clerk, who delivers those goods to the person who asks for them.

Q. Could the foreman machinist or foreman joiner have obtained the necessary materials to repair that boat without permission of the civil engineer?—A. No, sir.

Q. Then how could the foremen have obtained this material consistently with the presumption of the innocence of the civil engineer?—A. I do not know, sir, I am sure.

Q. You admit that the material was obtained from the store that went into the boat, I suppose?—A. No, sir; I do not admit that, because I do not know.

By Mr. HARRIS:

Q. You know it could not have been obtained without the signature of Mr. Granger?—A. No, sir.

Q. Did Mr. Granger attend to his business or leave it to other folks?—A. He attends to his business now.

Q. Did he then?—A. I think he endeavored to do the best he could, because he was new at it.

Q. He had been in that position about a year, had he not?—A. He had been in just about a year.

By Mr. MILLS:

Q. Was that lumber under lock and key when it was taken to repair that dredge?—A. The lumber-shed is under lock and key. I think it ought to have been. I am pretty positive it was.

Q. There was some paint used on the dredger, was there not?—A. Yes, sir.

Q. Was it under lock and key?—A. Yes, sir.

Q. Only to be unlocked by permission of the civil engineer?—A. It is in the hands of the inspector of paints.

Q. The civil engineer would have nothing to do with that?—A. That has been issued from the store, and is at the inspector of paints' option to use it after he gets his order to perform his work.

Q. Was the material for the machinists' part of the work under lock and key, or could he obtain it surreptitiously if he wanted to do so?—A. I think he could have obtained it. It is not under lock and key. I think it is accessible to him, a good deal of it.

Q. Was there not some lumber that was accessible to the joiner?—A. Yes, sir; around the yard there may be. There is a good deal of lumber lying around there.

By Mr. HARRIS:

Q. There is lumber enough lying around the yard any time to fix such a boat as that, is there not?—A. I should judge so by the looks of it.

By Mr. JONES:

Q. How long have you been in the yard?—A. It will be four years this coming May.

Q. In the same capacity you now occupy?—A. Yes, sir.

Q. That is, clerk of the civil engineer?—A. Yes, sir.

Q. Head clerk?—A. Yes, sir.

Q. I understood you to say that this fact that men were employed on the dredger came to your knowledge, and you thought it was not right, because these parties had agreed to repair this dredge themselves, without any expense to the Government?—A. Yes, sir.

Q. Those daily reports were handed to you every day, and you had them accessible to you at any time?—A. Yes, sir.

Q. How could that thing be going along for thirty days with the word "dredger" appearing on the report almost every day, when Mr. Granger, the civil engineer, knew it, or should have known it?—A. I called his attention to it the moment I saw it myself.

Q. Did you call his attention to it the second time, or the third, or fourth, or fifth, or sixth time, or did you call his attention to it once and then let it go by?—A. I called his attention to it once. I do not recollect seeing it after that. It might have been that it escaped my eye.

Q. Will you swear that you did not see that but once, and then you called the civil engineer's attention to it?—A. That is the only time I ever saw it to my knowledge, and then I called his attention to it.

By Mr. HARRIS:

Q. Did you make the abstracts?—A. No, sir; I did not.

Q. Who did?—A. The foreman. They send them to me, and I compile them into one.

Q. You had to compare every one?—A. Yes, sir; and look over every one.

By Mr. MILLS:

Q. You not only did that, but you made up a consolidated report from the daily reports, which you sent to the commandant?—A. Yes, sir.

Q. How could you have done that for thirty days and not notice that dredger?—A. It does not strike me that I could. The moment I did see it I called his attention to it and I brought it fair and square right to him, and I wondered myself, if it had been so, that I had never thought of it prior to that. If it had been there half a dozen times or twenty times, it had escaped my notice, because the moment I saw it, knowing the facts of the case, it was my duty to call the attention of the civil engineer to it.

By Mr. JONES:

Q. Were you not down to the dredger several times while it was undergoing repair?—A. No, sir.

Q. Was not the civil engineer?—A. I think he was.

Q. Did he not go off in a steam-yacht where she was being repaired?—A. I believe he did, once.

By Mr. HARRIS:

Q. Were you with Mr. Hastings?—A. Yes, sir.

Q. Do you know anything about that shortage in the lumber-account?—A. It was always short.

Q. How long was it short?—A. Ever since I have been there.

Q. Who was the head of that department when you first went there?—A. Mr. Hastings.

Q. Do you know how it came short?—A. I do not.

Q. Did not Mr. Hastings allow lumber to go out of the yard that was not properly required?—A. He has made passes on which it passed out.

Q. Where it was not properly entered on the books?—A. No, sir.

Q. What do you mean by "passed out?"—A. There was lumber passed out that he said was rejected.

Q. Was it passed out of the lumber-sheds?—A. I do not know. I only know that he would come and say that there was so much lumber to be passed out, and I made out the passes.

Q. You did not know whether it was rejected or taken right out of the sheds?—A. No, sir.

Q. But you do know that at those times no record was kept of the lumber?—A. It was in the passes.

Q. Would the passes show the amount of lumber?—A. No, sir; only a load.

Q. So that all you would have would be the fact that lumber was passed out?—A. Yes, sir.

Q. You would have the passes, but you would not know whether it was properly entered or not?—A. No, sir.

Q. Were you satisfied it was not properly entered?—A. No, sir; because I was not store-clerk.

Q. Have you been store-clerk since?—A. No, sir.

Q. Do you say the same thing has not been done since Mr. Granger has been there?—A. No, sir; not to my knowledge.

Q. Did you tell Mr. Granger of this shortage when he first came in?—A. Yes, sir.

Q. Did he not ask you about it?—A. No, sir; I told him that the material on the yard did not agree with the material on the books.

Q. What is your explanation about it?—A. I have endeavored to find out, but I could only find out in this way, that Mr. Hastings said that when the material was changed from under the head into the various bureaus, he believed that the amount taken out of yards and docks never was there.

By Mr. MILLS:

Q. Do you know that Mr. Hastings, a short time before he resigned, took an inventory of all the stock, and showed that the amount on the books was there?—A. Yes, sir; he did.

Q. He had told you that it was not there?—A. Yes, sir.

Q. And afterward he took an inventory and showed it was there?—A. Yes, sir.

By Mr. HARRIS:

Q. Did you not know at that time that that inventory was a fraud upon his successor?—A. I told him (Mr. Granger) so.

Q. What did he say?—A. He said he would have it investigated.

Q. Did you tell Mr. Hastings that it was a fraud?—A. I did.

Q. What did he say when you told him it was a fraud?—A. He said he wanted to get over it as easy as possible.

Q. Did you tell anybody else what he was doing?—A. Well, there were two or three men there that knew at the time.

Q. Did the commandant know it?—A. I do not think he did.

Q. Did you not feel it your duty to tell him?—A. Well, I could not, very well.

Q. You say you told Mr. Hastings that it was a fraud. Your mind was satisfied that it was a fraud perpetrated on the Government. Did you not feel it your duty as an officer of the Government to attend to it?—A. I did; but he said he would settle it in his own way.

Q. Did you not consider that it was your duty to tell the commandant of the yard that this man was defrauding the Government?—A. I could not.

Q. Why not?—A. In the first place I had nothing to do with the inventory, only as the figures came in. He was writing a letter when the inventory of the material came in according with the books, and I asked him why he made it that way. He stated that he had taken a correct survey. Says I, "Can you find all this lumber down there?" Says he, "Yes." Says I, "Well, the store-clerk states to me that we have not got so much lumber on hand." I talked it over with the store-clerk. He thought that Mr. Hastings must have measured it right, and he measured it himself personally.

Q. You just now stated that you knew that was a fraud?—A. I thought it was.

Q. You were bold enough to tell Mr. Hastings that it was a fraud that he had perpetrated on the Government?—A. Yes, sir.

Q. You were satisfied it was a fraud, and you were there in the employment of the Government. Did you feel you were doing your duty when you were standing by and seeing the Government swindled in that way by the man who was there to protect it?—A. No, sir; I did not.

Q. Why did you not go and inform some man who had authority over him, who could put him under arrest, and stop it? You allowed that thing to go on under your eye without reporting it to anybody until the man resigned and went out.—A. Well, sir, I did not know what my duty was in the case. My duty, perhaps, may be clear now; but at the time, it was a very complicated case for me.

Q. If you were a clerk in a dry-goods store, and you saw a man come in and swindle your employer, should you feel you were doing your duty to your employer if you kept your mouth shut and did not tell him anything about?—A. No, sir.

By Mr. HARRIS:

Q. Well, if the lumber was gone in Hastings's time, or before Hastings came there, it was a fraud upon his successor to put his books in that condition, and make his successor responsible for it, was it not?—A. Yes, sir. He receipted on his arriving there for whatever there was on the books.

Q. Did you not tell him of the fraud?—A. I was not there then.

Q. Were you not there when Mr. Granger came there?—A. Yes, sir.

Q. If you knew there was a shortage there, and that Hastings had covered it up, you knew perfectly well it was a fraud upon his successor, did you not?—A. Yes, sir.

Q. What pains did you take to inform Mr. Granger of that fact?—A. I informed him when the return was made up that the books were wrong, that the material called for on the books I did not think was in stock, and he got a man to measure the timber, and found that the timber belonging to yards and docks was actually short.

Q. About half a million feet?—A. Somewhere about in that vicinity; about 400,000 feet.

Q. Do I understand you to say that you were satisfied Hastings was allowing lumber to go out improperly?—A. I cannot swear that he allowed it, or that it was taken out improperly, because I do not know; I was in the house.

Q. Do you know that timber went out upon passes that was not charged upon the books?—A. I do not.

Q. You said that you knew he was allowing lumber to go out on passes which he said sometimes was rejected lumber?—A. Yes, sir.

Q. You knew that some lumber went out under that pretense which was not entered on the books, did you not, as so much drawn from stock?—A. Well, I don't know. I do not know how he did it. I do not know whether it had ever been received into stock—the rejected lumber.

Q. Do you know whether the lumber he called rejected had ever been entered on the books?—A. I felt that way, but I could not tell, because I did not know. I do not know whether the lumber that he called rejected had been entered into the store or not. I thought there was something wrong about it, although I could not tell him he was doing wrong, or I could not tell him he was doing right.

By Mr. MILLS:

Q. Where was that lumber that went out by those passes carried out—through the gate or by the water-front?—A. Right out by the gate.

Q. How long had Mr. Granger been there before he took this account of stock?—A. He arrived in September, and I believe in November he had a person taking account of stock.

By Mr. HARRIS:

Q. Then he afterward called a board?—A. Yes, sir; he afterward called a board of officers.

BOSTON, *March* 27, 1876.

WILLIAM E. DELANO sworn and examined

By Mr. MILLS:

Question. In what business are you engaged?—Answer. Store-clerk in the yards and docks department.

Q. Who has the supervison of that department?—A. The civil engineer is at the head of the department.

Q. What do you know about this controversy in regard to the dredger?—A. I know nothing in regard to it. All that was drawn out of the store for the dredger was some cordage drawn by Mr. Cassidy by authority of the civil engineer.

Q. Do you know anything about any other material than that cordage?—A. No, sir.

Q. Do you know how the lumber was procured that was worked into that dredger?—A. It was procured by an order from the civil engineer's office.

Q. A written order?—A. A written order, store-book order.

Q. Have you ever seen it?—A. I have seen the store-order.

Q. An order with the civil engineer's name upon it?—A. Yes, sir; I do not know whether it was drawn for the dredger.

Q. I am talking about the material that was used in repairing the dredger. Do you know where that came from?—A. I do not know of any amount that was drawn for the use of the dredger. Mr. Cassidy draws the most of the lumber, and I do not know in what way he uses it. I will state that I am not in charge of the lumber. When I took possession of the store, which was July 1, 1874, I was informed that there was a man in charge of the lumber, who delivered the lumber and reported the amount delivered to the civil engineer who issued the order, and the order was delivered to me and I extended it on the books.

Q. Do you have anything to do with consolidating the reports that come in from the different departments in the civil engineer's bureau?—A. I do—the store-orders.

Q. Are they sent to the commandant?—A. No, sir.

Q. How often are they sent to him?—A. The store-reports are made weekly with the vouchers. Once in three months they go to the commodore, and he signs the books and vouchers. The orders that are drawn daily on the store are signed only by the civil engineer and then signed by the foremen when they receive the goods.

Q. How about the daily reports of labor?—A. Mr. Haskell is the time-clerk and I assist him in his duties. He is chief clerk and time-clerk, and at the time I was transferred to the store, the commandant said that we would have to do the work between us, and I assist him. He is the time-clerk and makes out all the daily reports and goes through the pay-roll.

Q. While the dredger was being repaired, did you notice that there was any work being done on the dredger?—A. I did, sir.

Q. Did you make out the consolidated reports for the commandant?—A. No, sir; Mr. Haskell makes out the consolidated reports.

Q. Did Mr. Granger have an opportunity to see those daily reports from the foremen?—A. I think very likely, for I was told that he signed the reports before they went to the commodore.

Q. There is no reason why he should not have seen them?—A. No, sir.

Q. You saw them?—A. I saw the daily reports, from which I knew there was work being done on the dredger, but what dredger I did not know. There is an appropriation that is called "Derricks, scows, and dredgers," and all work that is done of that kind is charged to that.

Q. Now, was Mr. Granger's attention ever called to the fact that men were at work on the dredger?—A. It was not called by me.

Q. Did you ever have anything said about it between Mr. Haskell and Mr. Granger?—A. No, sir.

Q. Were you present when he called up Mr. Cassidy and Mr. Whitney?—A. No, sir; most of my time is spent in the store-house.

Q. You knew the fact that work was being performed on the dredger from the daily reports?—A. Yes, sir; from Mr. Whitney's report I should say that he had worked two men for thirty days,

Q. It was a matter perfectly familiar to you all the time?—A. I knew there were men charged to the dredger.

Q. Did you know anything about the contract made with Mr. Lewis?—A. No, sir; I do not know Mr. Lewis. I never saw the gentleman.

Q. Did you not know that the agreement was that he should take the dredger and repair it?—A. No, sir.

By Mr. JONES:

Q. Did you not hear it talked over in the yard by the men, or with the clerk, Mr. Haskell, that the Government was not to pay anything for the repair of the dredger?—A. No, sir; that would be in the office. I would not be up there.

Q. What was your first knowledge of it?—A. My first knowledge was that I heard some of the foremen say there was trouble about the dredger, and I was called before the committee to testify what was delivered from the store in relation to the dredger, and I told them all that was charged directly to the dredger was cordage.

By Mr. HARRIS:

Q. How much cordage was charged to the dredger?—A. I should say somewhere in the vicinity of 600 or 700 pounds, may be less or more.

By Mr. JONES:

Q. Did you not deliver any oakum?—A. No, sir; not for the dredger. Probably there was oakum drawn. The foremen draw it. They do not let me know what it is drawn for. They make out an order, and the civil engineer signs it, and it is sent to the store, and I deliver it.

Q. Did you not know to what account it was to be charged?—A. I should charge it to the appropriation. I should not know to what use it is put.

Q. So that there is an opportunity for the foreman to come in and draw that article without telling you what he is going to do with it?—A. Yes, sir; the cordage I recollect from the fact that Cassidy asked me one morning if there was any cordage in the store. I told him there was, and he said he wanted to draw some for the dredger. That is distinctly in my mind.

Q. And you gave it to him?—A. Yes, sir.

Q. What was that worth?—A. I forget exactly. It is the only cordage that has been delivered from the store since I have been store-keeper.

Q. It would be worth how much a pound?—A. I should judge from 6 to 8 or 10 cents.

Q. So that the whole amount would be $60, more or less?—A. Yes, sir.

Q. Was that large cordage for fastening lines?—A. Yes, sir.

Q. Did they not get cordage of you more than once?—A. No, sir; it was all drawn at once, on one order.

By Mr. HARRIS:

Q. How many rolls?—A. I think two; possibly there might have been three; two different sizes.

By Mr. JONES:

Q. By whom was that order drawn?—A. Mr. Granger signed the order to draw it from the store, and Mr. Cassidy signed it as receiving it.

BOSTON, *March* 27, 1876.

JEREMIAH GALVIN sworn and examined.

By Mr. HARRIS:

Question. What is your occupation?—Answer. Well, sir, I open about seventeen doors in the timber-sheds in the morning, in the navy-yard, and I shut them in the evening, and I look after the old wood, and whenever there was chips made, I looked after those chips.

Q. What do you do with them?—A. I give the majority of them to the poor.

Q. You are employed by the Government to open the timber-shed doors and give away chips?—A. No, I look after the old wood, waste wood, that is of no use to the Government, only to give to the poor.

Q. You give it to the poor at the navy-yard?—A. I don't give it myself, only the constructor gives it to whoever he pleases. He gives the passes, and I do with it just as he tells me.

Q. How long have you held this important office?—A. Six or seven years. I was out of it a couple of years.

Q. Have you not been lately re-appointed?—A. I have been re-appointed to the position within a couple of months.

Q. Who got you the appointment?—A. Mr. Dawes and General Banks.

Q. You were appointed when everybody else was turned out, pretty much, were you not?—A. I have been there all the time. I have a large family to support, and they done it because I done my duty, I suppose, faithfully. I have a large family to maintain.

Q. What duty had you done which justified them in giving you this appointment?—A. I don't know. I don't know as I done my duty any better than any other person. The appointment don't amount to much.

Q. You had done something?—A. No; I have a right to my vote, I suppose, as any honest citizen has.

Q. For whom did you work in the political campaign of 1874?—A. I can't tell you; I don't know.

Q. Were you not at work for anybody in that fight between Banks and Gooch?—A. No; I didn't do any fighting at all.

Q. I do not mean fighting with your fists; I mean which side did you take in the political contest?—A. I don't know anything about any fighting that was going on anywhere.

Q. Were you not a Banks man?—A. Well, I always thought a good deal of General Banks.

Q. Were you not a Banks man?—A. That is a question I can't exactly answer. I can't hardly tell.

Q. Do you belong to the republican party or the democratic party?—A. The first day's work I ever got in the navy-yard, it was from the democratic party I got it.

Q. You have been a democrat ever since, have you not?—A. I have not, sir.

Q. You work for the party that pays?—A. No, sir; I don't. I never received a dollar in my life from any politician in the world.

Q. Do you say you did not work for General Banks's election?—A. I don't know how I worked; I might have worked; I don't know how that is. Working and fighting is two different things.

Q. You voted for him, did you not?—A. I can't exactly tell that neither.

Q. Why not?—A. I don't know what right I have to tell that. A man don't know probably sometimes when he would miss a vote.

Q. Were you not appointed in the navy-yard by General Banks this last time, because of some service you had rendered in the election?—A. General Banks is a man who will help anybody, He will help a democrat or a republican, any man at all. He is not that kind of a man. I have been supported by Mr. Claflin, and there is not a man in this State but what would give me a letter.

Q. Governor Rice?—A. He would as quick as any man in the State.

Q. Has he not done it?—A. Certainly he has.

Q. Passing from that, for I do not care anything about your politics except as a matter of curiosity, do you know of any particular wrong committed in the navy-yard?—A. I have never known any wrong to my knowledge in the navy-yard, as long as I am in it. Everything is fair and square, as far as I could see. I don't see any waste of the Government property: probably I would give a poor officer's widow a load of fire-wood that was of no use to the Government. It was rotting in the yard.

By Mr. MILLS:

Q. What is your title—"Chief of Bureau of Old Chips?"—A. I am only a laboring man, but get a little more pay because they get a little more work out of me.

Q. Do you do anything more than open doors and look after the wood?—A. I think I do. That is the hardest work I have. I allowed nothing to be carried out of construction. I am not to look after any other department. I am to see that nothing goes out of construction. I don't care what they take out of yards and docks, because I am not paid by that bureau at all. I am paid by the Bureau of Construction, and I attend to that and see that there is no wrong or injustice done as far as my knowledge goes.

By Mr. HARRIS:

Q. Do you think it necessary now to have you there?—A. Yes, sir; I do. There are hundreds of thousands of cords of wood there, and seventeen doors to be opened in the morning and seventeen closed at night, and I ventilate them sheds. That is what I do, sir. If I didn't do it somebody else would have to.

Q. You think it is necessary to ventilate the timber?—A. I do, sir. That is the most important business now. It is very important to the Government.

By Mr. JONES:

Q. Could not they put it out of doors the same as a lot they have got there?—A. No, sir; there is some of the best live-oak there that there is in the country, and if that is not attended to and ventilated it will decay. My little position there is not worth much.

Q. Were you not at one time in the store?—A. I was, when some other man had my place.

Q. How long?—A. I should think about a year and a half, or something like that.

Q. What were you discharged from the store for?—A. I was not discharged from the store, sir.

Q. Some other man got your place, you say?—A. John Taylor got a man in my place once, and when this man went out as an assessor in the country, where he got more pay, the place was vacant then, and it belonged to me to go back again, and I went back into that place. I found the place vacant, and went after it again.

By Mr. MILLS:

Q. When you found the place vacant to whom did you apply to get the place again?—A. I can't exactly say who I did apply to now.

By Mr. JONES:

Q. Did you go to Washington to get it?—A. No, sir; I did not.

Q. Did you send anybody?—A. No, sir; I did not.

Q. Were you never in Washington?—A. I was.

By Mr. MILLS:

Q. Did you write a letter to anybody?—A. I don't know as I did write any letter, but there was a whole lot of letters written. Some parties wrote a letter for me; I don't know who they were.

Q. To whom did they write it?—A. The Secretary of the Navy, I think; somebody in Washington.

Q. The appointment was sent directly to you from there?—A. Yes, sir.

Q. What is your salary?—A. Only $3.

Q. Three dollars a day?—A. Yes, sir. I guess it is little enough to support a man with nine in the family.

BOSTON, *March* 27, 1876.

CHARLES PURCELL sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. Truckman.

Q. What is your firm-name?—A. Purcell & Fowle.

Q. Did you at the time the sloop-of-war Adams was being built draw any lumber for Mr. McKay from the navy-yard?—A. Yes, sir.

Q. What kind of lumber?—A. Well, we hauled pine, oak, and hard pine.

Q. What kind of pine, sir?—A. Well, it was from an inch to four inches thick.

Q. How much in quantity?—A. I should think likely we hauled 60,000 of pine lumber—what we call Canada lumber.

Q. White-pine boards and plank?—A. Yes, sir.

Q. For the inboard work in that ship?—A. Yes, sir.

Q. Where did you carry it?—A. We carried it to Jones's wharf.

Q. Who delivered you that lumber here?—A. It was taken account of by Mr. Sprague, and Mr. Sprague delivered us the lumber.

Q. Was an account taken of all you took?—A. Yes, sir; he was very particular to take an account.

Q. Did you deliver an account of the separate loads to Mr. McKay?—A. No, sir.

Q. Did you have any ticket or anything that showed the quantity?—A. I didn't. When I could get an account of it from Mr. Sprague I did, for my own benefit. That is all. Sometimes I could get it and sometimes I couldn't.

Q. Did you charge Mr. McKay by the thousand for carting it?—A. Yes, sir; I think we did, as near as we could.

Q. Do you remember, now, what you charged him for carting?—A. I do not. I haven't looked at the books since that time.

Q. Your impression is that it was about 60,000?—A. Yes, sir; I should think I carted 60,000.

Q. Did you have tickets in going from the yard?—A. I had passes to give to the gate-keeper. I always got them signed by Mr. Sprague, and then went down to Mr. Sprague's office and got them signed generally by the captain of the yard.

Q. Did those passes contain the quantity or the number of pieces?—A. I cannot tell you exactly about that.

Q. Who was gate-keeper at that time?—A. The last of the time Mr. Trickey; but I believe he was sick a spell, and this man here at the door generally took the passes.

Q. Do you know whether you carted any more lumber out of the yard than was taken account of?—A. No, sir; I don't think I ever carried any out of the yard but what was taken account of by Mr. Sprague.

Q. Did you carry out oak plank—ship-plank?—A. Yes, sir.

Q. Do you know how much you carried out of that?—A. I can't tell you now, because I never kept no account. We generally got an account as near as we could; but sometimes we didn't get the account from Mr. Sprague. We would get the pass, but wouldn't get the account; and sometimes we measured it ourselves or guessed at it, as near as we could.

Q. Did you bring any plank back after the ship was built?—A. Yes, sir.

Q. Do you know how much you brought back?—A. I don't know; but I should think somewhere from fifteen thousand to eighteen thousand.

Q. All white-oak plank?—A. Yes, sir; white-oak plank and wales.

Q. Did you cart the frame across or was it floated across?—A. That was floated across on lighters.

Q. Whether or not any lumber which you carted out for that ship was unaccounted for here?—A. No, sir. I never got a load that wasn't taken account of at the time, and I was here myself with almost everything that went out of the yard.

By Mr. JONES:

Q. You say you could not always get an account. Why not?—A. Sometimes I could not get it of Mr. Sprague.

Q. Why couldn't you get it of Mr. Sprague?—A. Sometimes Mr. Sprague would take an account of the load and leave us and go up into his office and leave the passes, and we would get the passes; and when we got up there perhaps he had gone out of the yard or gone somewhere else.

Q. Did any one else take any account of the lumber that you carted away?—A. No, sir; Mr. Sprague was always the man.

Q. In your opinion was the account, as he gave it to you, less or more than was on the load?—A. I don't think it was any more or less. I think it was correct. I think they were very particular, more so than any place I ever went to before, in a man's private yard, as far as that was concerned.

Q. I understand you to say that you hauled back a lot of plank?—A. Yes, sir.

Q. Did you haul them when they went out?—A. Yes, sir.

Q. Were those plank that were returned of as good quality as the plank that you carted to Mr. McKay's yard?—A. The same plank.

Q. Hadn't they been culled?—A. No, sir.

Q. They might have been the same plank; but was the quality of the plank returned as good as the quality you hauled out? Would they average as good?—A. Yes, sir; they were carted there and piled up, and loaded on the teams and came back just as they were left.

By Mr. HARRIS:

Q. Without having been overhauled?—A. Without having been overhauled.

By Mr. JONES:

Q. He had to pay for carting?—A. Yes, sir.

Q. What was his object in carting them there and having them carted back again, without overhauling them at all?—A. I can't answer that question. He got more than he wanted. I suppose he was afraid he wouldn't have enough of such and such things and got more than he wanted

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BOSTON, *March* 27, 1876.

F. F. BUCKLEY sworn and examined.

By Mr. HARRIS:

Question. What is your duty in the yard?—Answer. Inspector of paints, in charge of the painters' department in yards and docks.

Q. Did you do any work or furnish any material for the dredge-boat during the period of its repair?—A. Yes, sir.

Q. What material did you furnish?—A. I furnished some chemical paint and some labor.

Q. How much?—A. I cannot state just the amount.

Q. Will you state whether these figures are correct: "Labor was furnished to the amount of $18 and material amounting to $14.40."—A. I should say it was just about that, as near as I can get at it.

Q. Were these amounts charged to the dredger?—A. No, sir.

Q. Were they charged to the general account?—A. General repairs.

Q. That material and that labor went onto the dredger?—A. Yes, sir.

Q. Did you charge all the work done and all the material furnished to general repairs?—A. Yes, sir.

Q. Did you deliver any material to be used on the dredger which was used for other purposes?—A. Yes, sir. Perhaps there was four or five pounds of paint brought back in the can, and I used it on the roofs.

Q. That was all; the remnants?—A. Yes, sir.

Q. Who gave you the order to furnish this material?—A. Colonel Granger, the civil engineer.

BOSTON, *March* 27, 1876.

HENRY D. JONES sworn and examined.

By Mr. MILLS:

Question. Do you keep a lumber-yard?—Answer. I do.

Q. Where is your lumber-yard?—A. East Boston.

Q. How much lumber have you received in your yard and stored for Mr. McKay since the launching of the Adams?—A. I took no account of it, but I was told that there was between 60,000 and 70,000 feet, board-measure.

Q. That was taken to your yard?—A. Hauled to my yard and stored.

Q. What kind of lumber was that?—A. There is some pine lumber and some walnut.

Q. Any white oak?—A. No, sir.

Q. What has become of that lumber?—A. Well, it was taken by the ship-joiners and others that was at work on the sloop of war.

Q. What sloop?—A. I can't say; the one that Mr. McKay built two years ago.

Q. For the Government?—A. Yes, sir.

Q. Was it taken and used on the second contract, after the boat was launched?—A. No, sir; I took no account of it; I stored it by the month; I wasn't responsible for any of the lumber. They came there and got it as they wanted to use it.

Q. And used it on the vessel?—A. Yes, sir.

Q. Was that lumber hauled from the navy-yard to Mr. McKay's yard, and then from Mr. McKay's yard to yours?—A. No, sir; hauled from the navy-yard to my place.

Q. In the first place?—A. Yes, sir.

Q. And then he took it from your yard when he wanted it and used it?—A. Yes, sir.

By Mr. HARRIS:

Q. How much of that is left, probably?—A. It is only mere guess-work; I should think 18,000 to 20,000 feet; I don't know.

Q. Had he any other lumber there than that which came from the navy-yard?—A. No, sir.

Q. Has he any there now which came from other places?—A. No, sir; only that which came from the navy-yard.

By Mr. MILLS:

Q. Did all that you have there come from the navy-yard?—A. I heard it did; it came there on teams, and they told me about the quantity.

By Mr. HARRIS:

Q. Who told you?—A. Some person who was hauling; I can't say now.

Q. Is that good lumber?—A. Yes, sir.

Q. You think there are 18,000 or 20,000 feet there now?—A. I should judge so; I have no particular interest about it, as far as that is concerned, but I was in there every day looking at it.

Q. Have you spoken to the commodore about it or to Mr. Easby?—A. No, sir.

Q. Have you seen Mr. Easby?—A. No, sir.

Q. Did you see the men he sent there last week?—A. No, I did not; I was away.

Q. Do you know of any other lumber which Mr. McKay took from the navy-yard which he has stored now in any other yard?—A. I don't know of any.

BOSTON, *March* 27, 1876.

SAMUEL L. FOWLE sworn and examined.

By Mr. MILLS:

Question. Did you haul any lumber for Mr. McKay to any place in East Boston?—Answer. Yes, sir.

Q. Where did you haul the lumber from?—A. I hauled some from the navy-yard.

Q. To this yard?—A. Yes, sir.

Q. How much have you hauled?—A. That it would be almost impossible to tell you.

Q. Who else hauled lumber besides you?—A. I don't know of any one; I don't know but there were other parties; I don't know any one, however, who did haul any.

Q. Have you hauled any lumber from Mr. McKay's yard to any other place?—A. Yes, sir; I have hauled it to mill.

Q. Have you hauled any lumber that belonged to the United States Government from Mr. McKay's yard anywhere else?—A. No, sir; unless it is to the mill and back to the yard again.

Q. What mill?—A. McQuesten's mill.

Q. Do you know of any lumber belonging to the Government that has been improperly taken away from the yard?—A. No, sir; I don't.

Q. Do you know whether Mr. McKay had drawn the lumber which you hauled regularly from the yard to build the vessel?—A. I presume he had, from the fact that we have to have passes for everything that comes out of the yard.

Q. By whom were the passes signed—Mr. Easby?—A. I think they were, but I have not been over more than three or four times myself; my partner used to go.

Q. What is your partner's name?—A. Charles Purcell.

Q. After that vessel was launched, did you haul any lumber away from Mr. McKay's yard?—A. Yes, sir.

Q. Where to?—A. Up to what is called Taylor's yard.

Q. How much did you haul to Taylor's yard?—A. That I can't tell you; there was considerable of it old stuff, I call it fire-wood, and some timber.

Q. What sort of timber, live-oak?—A. I think my partner said there was some live-oak. I know there was some live-oak in the yard, and I presume that was hauled up there. It was some "short" stuff thrown out of the frame rejected.

Q. Did you haul any pine plank up there to Taylor's yard?—A. I think not; I am not certain in regard to that. I did not have anything to do with hauling it myself.

Q. How much lumber do you think was hauled up to Taylor's yard —A. I couldn't form any idea.

Q. 50,000 feet?—A. I shouldn't dare to make any estimate, for I don't know. Most of it was short stuff; there was some timber, and there might possibly have been some plank and some boards, stage plank.

Q. Did you or your partner haul any lumber from the navy-yard to Henry Jones's yard? —A. Yes, sir.

Q. Do you know how much?—A. I don't.

Q. What kind of lumber was it?—A. It was most, if not all, pine boards, from an inch to, I guess, as high as two, and there may have been some three-inch plank.

Q. When you took lumber from the yard yourself do you know whether any account was taken?—A. Everything that I ever took from the yard an account was taken of in the yard.

Q. Did you see the account taken?—A. Yes, sir; I saw the pass or ticket.

Q. Did you have a pass for everything you took out?—A. Yes, sir; in all cases.

Q. What does the ticket show?—A. It shows the number of pieces.

Q. That is, your ticket showed the number of pieces on the load?—A. I believe it did, invariably, in every case where I carried anything out of the navy-yard.

Q. To whom did you deliver the ticket?—A. To the gate-keeper at the gate.

BOSTON, *March* 27, 1876.

SAMUEL T. MANSON sworn and examined.

By Mr. MILLS:

Question. Are you employed in the navy-yard?—Answer. I am not, sir.

Q. Do you know of any abuses in the navy-yard that you can report to the committee? —A. I do not.

Q. What is your occupation?—A. I run a saw-mill and planing-mill.

Q. Where is your planing-mill?—A. It is at East Boston.

Q. Have you planed any timber for Mr. Donald McKay?—A. I have, sir.

Q. What sort of timber was it?—A. It was oak knees, &c.

Q. Where did those knees come from?—A. They come from the navy-yard, I understand. I hauled them from the Atlantic Works.

Q. And planed them and hauled them back again?—A. Yes, sir.

Q. Were they built into the Adams?—A. The first vessel he built there.

Q. Do you know anything about any lumber that has been hauled away from Mr. McKay's yard since the launching of the Adams?—A. I do not.

Q. Do you know of any lumber or timber hauled from the navy-yard that is deposited anywhere else in Boston?—A. I do not.

By Mr. HARRIS:

Q. Have you ever been employed in any way by the Government?—A. I never was.

Q. Have you had any connection with the navy-yard in any way?—A. No, sir.

Q. Have you ever planed any lumber that came from the navy-yard?—A. Not to my knowledge, excepting this; this might have come from the yard; I don't know where it came from.

Q. Do you ever plane knees by machinery?—A. We do, sir; that is our business.

Q. Can you plane a knee on the crooked side by machinery, on the inside?—A. We saw that.

Q. Saw it to mold?—A. Yes, sir.

Q. And then plane it by hand?—A. We plane the knee first, and then saw it; we plane the sides of the knee.

Q. All the outside?—A. We plane just the two sides of the knee. It is sided down. We put it on the machine and plane the sides, and then it is molded, and we saw it with a circular saw inside; with a belt-saw or jig-saw.

Q. And then smooth it?—A. That is another part of the business, which we do not do.

Q. Did you ever work upon any live-oak?—A. I don't think we have. There might have been some live-oak knees, but they were most all white-oak knees; I can't say positively about that. I did not see every knee, perhaps. I am superintendent of the mill, and I have men to do the work.

By Mr. JONES:

Q. Do you know the price of lumber?—A. I know the price of some kinds of lumber.

Q. Do you know the price of white-oak lumber, fit for outside work?—A. I should say it varies very much from one year to another.

Q. Take it a year or eighteen months ago?—A. I should not want to give any opinion about that, because I do not deal in it at all.

Q. Do you deal in any kind of lumber?—A. Our business is planing and sawing; we do not deal in lumber specially, but we do sell some lumber.

Q. I suppose you know the price of pine timber and pine plank and spruce plank?—A. Yes, sir; I do.

Q. Take eastern pine, 10 inches square, 16 feet long, what has been the price for the last eighteen months of first-rate timber for wharf-capping?—A. I should say it would run from $20 to $35, perhaps up to $40, a thousand. The price of that kind of timber varies a good deal. If you wanted to buy a few pieces, you would have to pay a certain price for it; if you wanted to order a cargo of it, it would be a different thing.

Q. What would it be by the cargo?—A. From $20 to $35

Q. What would a good quality of eastern spruce-boards have been worth by the cargo any time within the last eighteen months?—A. I should say you could get a cargo for from $18 to $25.

Q. Couldn't you for $13?—A. No, sir, I couldn't; not a year ago; I could to-day. We bought spruce a year ago, and paid, I think, $22 for it.

Q. For miscellaneous length spruce-boards?—A. Yes, sir; good quality. When spruce-boards come, they are surveyed and divided into first quality and refuse. You have got to pay for first quality a certain price, and another price for refuse. We have sold boards fit for flooring at $35.

Q. Couldn't you buy them in the market, by wholesale, for $28?—A. Yes, sir; I think that would be a fair price for them.

Q. What could you buy them for to-day?—A. I don't know as there is any established price. I guess you could order them for $18.

By Mr. HARRIS:

Q. Have you ever dealt in yellow-pine plank?—A. No, sir; I have not.

Q. Do you know its price?—A. Well, we are buying small quantities, and using it at times.

Q. What is it worth to-day?—A. I presume you could buy southern pine by the cargo for $22.

Q. What could you buy it for a year ago?—A. I guess it was worth $35. I wouldn't state this as a fact; but that is my impression, that it was worth from $28 to $35; it would depend upon the length. Ship-timber is worth some more than other timber.

Q. Do you know anything about white-oak timber fit for vessels?—A. No, sir; I do not.

BOSTON, *March* 27, 1876.

Captain HENRY ERBEN sworn and examined.

By Mr. MILLS:

Question. Do you know of any abuses in the navy-yard at Portsmouth, at Boston, or anywhere else in the United States, in any of the navy-yards, that you can give information about to the committee?—Answer. I know none at Portsmouth, because I have but recently reported there. I have known men taken on at the New York navy-yard when I could not see any necessity for their employment at that time, and discharged after a week or two. They would be taken on a week or two preceding an election, and discharged immediately after.

Q. How many would be taken on?—A. To my recollection, quite a large number. I suppose it would be safe to say four, or five, or six hundred. Then those men would get paid for the afternoon by a circular-letter, when they did not work, which I thought was not right.

Q. Who had charge of that business?—A. That was by a circular-letter issued by the Navy Department, that the men should go out to vote, and should be given a half day's pay.

Q. That was on election-day?—A. That was on election-day. I only know one case where a place was made for a man by the Bureau of Construction, as master of ship-keepers—an unheard-of thing.

Q. Was that in New York?—A. Yes, sir; a man came there from New Jersey and took the position.

Q. By whom was he appointed?—A. He came appointed by Mr. Hanscom, as master of ship-keepers; I don't recollect what his salary was, but at all events it was equal to that of a captain of watch, if not more. The man never attended to any business there whatever. He came when he wanted to and went when he pleased.

Q. Do you know anything about any abuses in the way of contracts, supplies, &c.?—A. No, sir.

Q. Do you know of any abuses at Mare Island, California?—A. Only what I heard as common talk among the officers in regard to a cargo of coal.

Q. What was that?—A. That is hearsay; a cargo of coal was offered to the Government just before my arrival there, a year ago last August. It was offered to the Equipment Bureau, I think, for $20 a ton, but was not taken. Admiral Rogers telegraphed to Washington about this coal, and it was declined. Some four or five or six days afterward, an order came to receive the coal, and it was bought from another party at an advanced price, as I was told, of $7 a ton.

Q. You do not know anything about that fact yourself?—A. I don't know anything about that fact, except I know it occurred. That is, I know they all said so.

Q. Do you know it of your own knowledge?—A. I know nothing in regard to it of my own knowledge.

By Mr. HARRIS:

Q. Do you know of whom the coal was finally bought?—A. Not of my own knowledge.

Q. Have you information?—A. I have information. The information came to me from the Equipment officer who is at the coal-yard, and from one of the officers in the department for which the coal was bought. I think it was Steam-Engineering or Construction. The coal, when it was bought, was bought of Mr. Hanscom.

Q. What Hanscom?—A. Young Hanscom, a merchant in San Francisco; he is a son of Isaiah Hanscom.

Q. Who told you?—A. That was told me by Commodore Fitzhugh, in the navy-yard, and it was told me by the chief engineer of the yard, Mr. Lawton.

Q. He told you that the coal was rejected when it first came?—A. The coal was rejected by the Department when it first came.

Q. By what Department?—A. By the Secretary of the Navy, at the time. I mean, by the Navy Department itself.

Q. The coal could not be rejected by him, could it?—A. The coal for the Navy is purchased by that Department. They purchase all the coal for steam purposes.

Q. It has to be inspected?—A. Yes, sir.

Q. By whom?—A. It is inspected by the coal-engineer, who is at Philadelphia, and at the yard it is inspected when it arrives. It did not come to Mare Island at all. The coal was at San Francisco.

Q. It had not been rejected by the inspector at the yard?—A. I am confident it had not, because the coal had never come to Mare Island, which is thirty miles from San Francisco.

Q. You understand that it was in some way rejected at $20 a ton?—A. They declined to take it, as I understand; the Government did not want it.

Q. And then they afterward purchased it at $27 a ton?—A. The difference between the price at which the coal was offered, and the price at which it was bought, was $7 a ton.

By Mr. MILLS:

Q. Let us get that just exactly right. You say it was rejected by the Navy Department?—A. The coal is supplied by contract, and this was a cargo that came out on a venture, and belonged to Mr. Low, I think.

Q. When it got to San Francisco, the naval inspector inspected it and condemned it?—A. No, sir; I don't think they ever inspected it at all; the Government refused to buy it.

Q. Why did the Government refuse to buy it?—A. I don't know.

Q. Somebody must have seen it, if the Government refused to buy it.—A. I don't think anybody saw it at all.

Q. How could the Government refuse to buy it?—A. They did not want to buy it, and then they changed their minds in a few days and bought it.

Q. What department of the Government refused to buy it?—A. I think it was refused by the Chief of the Bureau of Equipment, Admiral Reynolds.

Q. Where was he?—A. He was at Washington.

Q. Did he see the coal?—A. He could not have seen the coal. I don't think anybody could have seen the coal.

Q. Would a man send a cargo of coal around there and expect to sell it to the Government?—A. He did not expect to sell it to the Government. It came there on a venture. They bring it there in ships as ballast, to sell in the market. It went out there just as you would send any article there. The Government refused to purchase it, and then afterward purchased it at an advance of $7 a ton of Mr. Hanscom. The general supposition was that he purchased the coal of the man who owned it there.

Q. What officer was it who purchased the coal from Mr. Hanscom?—A. That was done by a telegraphic order from the bureau.

Q. What officer refused to buy it on the part of the Government?—A. Admiral Reynolds, I suppose. I think the telegraphic dispatch came from Admiral Reynolds, not the Secretary. I think the coal was taken for either Construction or Steam-Engineering, which do not require that kind of coal.

Q. How much of that coal was there?—A. My recollection is, something about 1,000 or 1,200 tons. The coal was sent out as coal is very frequently sent out, as ballast in merchant-ships, and no person wanted it at the time, and Mr. Low, one of the principal merchants there, who owned the coal, offered it to the Government, and it was declined. That is all I know about it.

By Mr. HARRIS:

Q. Are you stationed at Portsmouth?—A. Yes, sir.

Q. In what capacity?—A. I am senior aid on the yard in the executive department. have been there since the 1st of November.

Q. Have you known at any time, in any yard, any material which has been inspect and rejected by the proper officer, to be afterward received?—A. No; I have never know anything of that kind.

Q. Have you anything to do with the open purchases of material for the yard?—A. N sir; I have not.

Q. Have you not some knowledge of irregularities there?—A. None at all. The on time I have ever been at a navy-yard, I was on ordnance duty, which was a separate s of thing. The powder, shot, and shell are supplied by contract. I had very little to with outside parties.

BOSTON, *March* 27, 1876

WILLIAM P. BLANEY sworn and examined.

By Mr. MILLS:

Question. Do you know who is the owner of the yacht America?—Answer. I do know; but I suppose from the papers that I took from the yacht America, and held in possession, that General B. F. Butler was the owner.

Q. From whom did he obtain the boat?—A. That is more than I can say; I took ch of the yacht America after she arrived here from Annapolis.

Q. Do you know anything about the building of a boat for her in this yard?—A. I not, sir.

Q. You do not know by what authority one was built and sent on board of her?—A. sir; I only know that I had a boat that came with her.

Q. What sort of a boat was it?—A. It was an ordinary launch; a boat that had b somewhat neglected as well as herself, I found, to my sorrow.

Q. Where did she come from?—A. She came from Annapolis.

Q. Had she been a Government boat?—A. Yes, sir; I had seen her long before I t command of her, and known her from her infancy. I took command of her in Bay Vi his summer residence.

Q. You had nothing to do with having a boat made for her here?—A. Nothing, sir.

By Mr. HARRIS:

Q. Has there not been a new boat built for her?—A. Not to my knowledge; there w none while I had command of her.

Q. How long were you in command of her?—A. I took command of the America the l of May, 1873, and laid her up the 20th of October, 1873; that was when my term of servi expired with General Butler.

Q. Where did you lay her up?—A. In Beverly.

Q. Have you seen her since?—A. But once.

Q. Has she not two boats now?—A. She had not when I saw her; I went out on a da pleasure in a steam-yacht, and went alongside of her, and she had no boats then with h they were away from the yacht.

By Mr. MILLS:

Q. What was that yacht America worth when you took charge of her?—A. There w parties, friends of mine, who were anxious to purchase the yacht, and they asked my opini I would not have given $4,000 for the America as she stood when I took her; she was in worst condition I ever saw a boat.

Q. What did you do with her while you were in command of her?—A. Nothing but round the coast here.

Q. Did you carry any merchandise?—A. No, sir.

By Mr. HARRIS:

Q. The general was taking his friends out in her?—A. Yes, sir; sailing round for ple ure. The general was with her on but one or two occasions; his time was so much oc pied that he was not able to go.

Q. Who did use her?—A. His family; the general's son was the principal one who u her.

Q. Did she carry anything at all?—A. Nothing whatever; she simply went out fo day, and came in at night.

Q. Purely a pleasure-boat?—A. That is all.

Q. How large a crew did you have?—A. I had sixteen men.

Q. What is her tonnage?—A. Two hundred and one of the old; about one hundred the new.

Q. Who owns her now?—A. That is a conundrum; I do not know, I am sure. I not know where she is now.

Q. Do you know of the Government doing anything to that vessel after she came here?—A. Nothing at all, except this; that I took out some shot and shell at this yard and landed it, and took in some iron ballast.

Q. By whose orders?—A. I cannot say, except the commandant, who was then Mr. Parrot, I believe.

Q. What had she to do with shot and shell?—A. That is more than I can say; that is what I found in her. It was in as ballast, I suppose.

Q. And you exchanged that for pig-iron for ballast?—A. Yes, sir.

Q. What did you do with that?—A. I left that in her.

Q. You carried it all the time for ballast?—A. Yes, sir.

Q. Did you take any more in than you took out?—A. No, not much.

Q. I suppose the shells were empty?—A. Yes, sir; I should not have remained there a great while, I think, if they had been loaded.

Q. She had no guns, or any means of using shot or shell?—A. No, sir; none whatever.

Q. Do you know what the Government had used her for?—A. I think they used her for a midshipman's training-ship; she was used for that purpose when I saw her in Newport, several years ago; she was there some time before the rebellion.

WASHINGTON, *April* 11, 1876.

JOHN B. SIMONDS sworn and examined.

By Mr. MILLS:

Question. In what business are you engaged?—Answer. In the navy-yard.

Q. What navy-yard?—A. Charlestown, or rather called Boston navy-yard, now, I believe.

Q. What are you doing at the navy-yard?—A. I have been under the inspector of timber and lumber; it has been my business to assist him in his duties.

Q. How long have you been engaged in that business?—A. I have been there since the 12th of June, 1861. I went in, in the first place, as quarterman over a gang of laborers.

Q. Have you been out at any time?—A. Yes, sir.

Q. When were you out?—A. I have been suspended some two or three times; I don't recollect just the dates.

Q. When were you last employed there?—A. I was at work when I was summoned.

Q. When did you receive your last appointment to report to that yard for work?—A. I guess I was notified to come in to work on the 17th of March.

Q. From whom did you receive your appointment?—A. I do not know who from. I made no application to any one. There was a man came up and notified me that there was an order for me to go to work in the yard.

Q. Where were you then?—A. At home.

Q. In Boston?—A. Charlestown; it is a part of Boston now.

Q. Did you not apply to Mr. Hanscom for a place by letter or otherwise?—A. No, sir.

Q. Nor any of your friends?—A. Not that I am aware of.

Q. Don't you know that you were employed by telegraphic order from him?—A. I understood so.

Q. Who told you so?—A. Well, I think it was the constructor.

Q. Don't you know who it was?—A. No, sir.

Q. Were you surprised at the appointment?—A. I was at the time.

Q. Have you seen Mr. Hanscom since you came to Washington?—A. I have not.

Q. Your position is that of assistant timber-inspector now, is it not?—A. No, sir; I do not know what they call it. I was put on, the orders said, or, rather Mr. Easby, the constructor, said that he wanted the timber marked, and he put me on to mark it.

Q. Did you see the order assigning you to duty there?—A. I did not.

Q. Don't you know that it read, "To give you employment wherever you could be best used?"—A. I could not say whether it did or not. I did not see the order at all.

Q. What have you been doing since you have been there the last time?—A. Helping survey; commenced helping survey some of the timber; had not but just commenced; had only worked half a day.

Q. Why did you not come to the navy-yard and report for duty when you were first appointed?—A. Because I had made arrangements to go away. I was not notified until the night before I went away in the morning.

Q. Were you absent from Boston when the committee was there, all the time?—Yes, sir.

Q. Absent before they arrived there?—A. Yes, sir.

Q. And did not return until after they had left?—A. No, sir; I did not return until the next Saturday after they left.

Q. Do you know anything about the procurement of the contract by Donald McKay, for building the schooner Adams?—A. No, sir.

Q. Do you know who assisted in doing it?—A. No, sir.

Q. You know nothing about it?—A. No, sir.

Q. Do you know anything about the false or fraudulent measurement of timber that has been brought into the Charlestown navy-yard at any time?—A. I don't.

Q. You know that the timber is short in the yard, don't you?—A. No, sir.

Q. The books and the actual timber in the yard do not correspond by 500,000 feet. You have been informed of that fact, have you not?—A. No, sir.

Q. Were you connected with that timber, and don't know that fact?—A. I never heard of it before.

Q. And you have been there for years in that yard and connected with the timber business, and don't know that fact?—A. No, sir.

Q. It is fully stated, and we have the evidence of it here. How could such a thing occur, and the officers know nothing of it?

The WITNESS. Is that in the "Construction?"

Mr. MILLS. No, sir; I believe it is in the engineer's department.

A. The "Construction" has nothing to do with any other department except its own.

Q. Did you deliver any of the timber to Donald McKay, to be used in this vessel?—A. I did.

Q. Do you know how much you delivered to him?—A. I do not.

Q. Do you know whether it was more than sufficient to build the vessel?—A. I don't.

Q. Do you know whether he has got any timber anywhere else in the city of Boston that has not been worked in that vessel?—A. I do not; only by hearsay.

Q. Do you know of his having any timber in the hull of the vessel, stowed away, after it was completed; it had not been delivered yet, I believe?—A. No, sir.

Q. Cannot you approximate the amount of lumber that was delivered to Mr. McKay to build that vessel?—A. No, sir.

Q. Did anybody else deliver any lumber to Mr. McKay?—A. Yes, sir.

Q. Who?—A. Mr. Sprague, inspector.

Q. Do you know how much he delivered to Mr. McKay?—A. I do not.

Q. Was it all for that vessel?—A. Yes, sir.

Q. Did that vessel require all the timber that you and Mr. Sprague delivered to Mr. McKay?—A. I could not say.

Q. Do you know anything about the survey of a lot of timber on which payment was made to the contractor, when the timber was so covered with mud and water that a survey was impossible to have been made, and that you reported to the inspector that it was covered with mud and water, and yet the survey was made?—A. I do.

Q. Well, give the facts about that.—A. There was a raft of timber came in, and it was put into the dock, and it was ordered to be surveyed, and was surveyed as it laid on the mud.

Q. In water and mud?—A. No, sir; there was no water; the tide leaves it all clear when the tide goes out. It was surveyed when the tide was out.

Q. How could it be surveyed in that condition?—A. We surveyed it the best we could.

Q. Could it be surveyed with any sort of accuracy?—A. O, yes, sir.

Q. Could you tell how many feet and inches there were, and what was the character of the lumber, when it was covered with mud; whether it was first, second, or third class?—A. Well, you know there was but one side covered—the under side. We took and surveyed it when it first went in, when the tide had went out, and it had not settled much, and what had we took a shovel and dug around it so that we could get under it, and we have a hook-rule where you can get under it.

Q. Do you know how that timber was rated; whether first, second, or what class?—A. I do not.

Q. Do you know the price paid for it?—A. No, sir.

Q. Who delivered that timber?—A. I think it was Mr. Trickey's lot.

Q. What sort of lumber was it?—A. White oak.

Q. Who delivers all the oak and pine timber at that yard; what contractor does it all, or does one or more do it?—A. I could not tell any particular contractor. Mr. Trickey has delivered a good deal, and some other ones.

Q. Can you name any other contractor who delivers white-oak lumber except Mr. Trickey?—A. I cannot.

Q. During the time that you have been there?—A. I cannot give the name of the owner of the cargo delivered last fall or this winter; in fact, recently. I don't remember his name, but I think he stops in Pennsylvania.

Q. Was not that lumber owned by Mr. Trickey and delivered by his orders?—A. No, sir.

Q. Do you know that?—A. I do not know it for a fact, only what I was told. I ain't supposed to know anything about the affairs only as I am told.

Q. Do you know anything about the contract for the sale of the timber-bending machine to the Government?—A. No, sir; I don't know anything about it only by hearsay—reports going around.

Q. Whom did you ever hear say anything about it?—A. I could not tell; I suppose a hundred.

Q. Did you ever hear Oliver Griffiths say anything about that?—A. Nothing particular.

Q. Did you ever hear him say that there was any money paid to effect the sale?—A. No, sir.

Q. Don't you know that Oliver Griffiths compelled that bending-machine company to pay him a certain amount of money?—A. I do not.

Q. Do you know anything about oxen being put in that yard by any person to be fattened?—A. No, sir.

Q. Do you know anything about fat oxen being sold to any one, and poor ones taken in their place?—A. No further than that I know cattle have been sold and new ones bought.

Q. In what condition were they when they were sold?—A. Not fit for use.

Q. Were those they put in fit for use?—A. Yes, sir.

Q. They never bought any poor ones?—A. The cattle that they bought were generally thin of flesh.

Q. What is that for?—A. They get their growth on them. The way I should do if I was going to buy, I should buy young lean cattle for a low price, and you get the growth of them.

Q. Do you know whether Mr. John Trickey has put oxen poor in flesh in the navy-yard, and the Government has paid him a fixed price for their labor until they have got fat enough for the butcher, when they were taken out and their places filled with poor ones?—A. No, sir, I don't think he has ever done so. I know he has put cattle in there.

Q. And been paid for them by the day's work?—A. By the day, as I have understood.

Q. Do you not know that when they went out they were in better condition than when they went in?—A. They generally are, all of them.

Q. When they got fat he would take them out and put thin ones in?—A. I never knew of him doing so; only when they get through with the use of the cattle, he would take them out and then when they wanted some cattle he would bring them in again.

Q. Do you know what they pay him a day for the use of his cattle?—A. I don't.

Q. Do you know whether Mr. Trickey has any influence in procuring the appointment of persons in that yard, or removing them?—A. I don't. I should hardly think he did.

Q. How do you account for the fact that he has been enjoying the monopoly of the timber business so long?—A. I could not tell anything about it, for I would not know anything about it; I don't know where he gets his influence.

Q. You know that he has been furnishing timber for a great many years?—A. I know he has furnished a good deal.

Q. Do you know whether he has furnished it at very high prices?—A. I do not know anything about the prices, only by hearsay. I have nothing to do with the books, or anything of the kind.

Q. Do you know anything of a boat being built at that yard for a private individual?—A. No, sir; a sail-boat?

Q. A launch;- a small boat accompaning a large one.—A. I do not.

Q. Do you know anything about the timber that was furnished and the work that was done on the Government dredger?—A. I don't. That was in the "Yards and Docks."

Q. Do you know of any timber having been brought into that yard and falsely measured; or did I ask you that awhile ago?—A. You asked me that.

Q. Do you know of any presents having been given to persons connected with the Navy by any person outside of it?—A. I do not.

Q. Do you know of any officer of the Navy having any interest in contracts?—A. I do not.

Q. Do you know of any frauds or abuse about the navy-yards that you could call the attention of the committee to?—A. I do not.

Q. Everything, as far as you know, has been carried on right there?—A. As far as I know. There is always reports in navy-yards going all the time.

Q. Do you know of persons being ordered to be employed from the Bureau of Construction here, and sent down there with orders to employ them at certain prices, &c.?—A. No, sir, only by hearsay; that is all.

Q. Do you know how timber is supplied at that yard; whether by open contract or by annual lettings?—A. I don't know. If you want only what I have heard, I have understood that it had been bought partly by open purchase and part by contract.

Q. The timber that has been carried to that yard, is it furnished at a reasonable price, or is it your experience that it has been at a very high price?—A. I don't know the price.

Q. Do you know anything about that?—A. No, sir; that is something that I never have no interest in; it was nothing that concerned me about my business, and I did not meddle with it.

Q. You tell us that you do not know how you came to be ordered to be employed in the navy-yard two or three weeks ago?—A. I do.

Q. Don't you know that these places are eagerly sought for?—A. Yes, sir.

Q. How do you account for this that you should receive this appointment without you knowing from what source it came?—A. I don't know how it happened.

Q. You received no notification from Mr. Hanscom that you had been ordered to report at the navy-yard?—A. No, sir. The first I knew anything about it, there was word sent to me that I was ordered to work; to mark that timber, the constructor said.

Q. What constructor was it notified you?—A. Mr. Easby. I guess he did not do it directly, but he notified Mr. Sampson, the master carpenter.

Q. Do you know of efforts recently being made to remove Mr. Easby?—A. No, sir. I want you to understand that I don't say I never heard of these things, but I only state what I can swear to.

Q. Have you ever heard Mr. Trickey say that he had been making efforts to have Mr. Easby removed?—A. No, sir.

Q. You do not know that he has?—A. No, I never heard Mr. Trickey say anything about his being removed.

Q. You say you don't know of any wrongs or frauds in any way being committed in the navy-yard, which you could now call to your mind?—A. No, sir.

Q. Everything, as far as you know, has been done rightly?—A. As far as I know.

Q. You have never at any time since you have been there seen anything going on that was wrong?—A. I don't recollect that I have.

Q. You have never known of any officer taking any fraudulent or improper course toward the Government for the benefit of any one outside?—A. No, sir; not that I am aware of.

Q. Do you think that your services are really needed in the yard, in the place where you are now?—A. I do. I should say it would take six months to mark the timber that lays in the yard now, that has not been marked "registered." When the timber was brought there it was merely put on with a paint-brush, and the weather is washing it off, and if it is not done they will lose the marks entirely, and there will be no head or tail to it.

By Mr. LEWIS:

Q. How long had you been out of employment at the navy-yard previous to your last appointment?—A. I went out, I think, on the seventh day of January.

Q. For what cause were you suspended?—A. I understand for want of money.

Q. You were suspended last January for want of money?—A. I understand I was.

Q. Do you know whether a supply of money had been received in the mean time?—A. I don't. I have been out once since that. I was called in when this cargo of timber came, to help get it out—some eight or nine days, I think.

Q. Where were you preparing to go when you received this notice?—A. To New Hampshire to visit my folks; partly for that and partly on business.

Q. You were not moving away, then?—A. O, no, sir.

Q. You say that when this timber is received it is marked with paint?—A. Yes, sir.

Q. And your business is to remark it?—A. That is what I went in for this time.

Q. How did you make these marks?—A. I cut it in on the timber.

Q. How much are you paid for that service?—A. I don't know what they are going to rate me at. The marker heretofore has generally got $2.76 a day.

Q. Could not any ordinary laborer take the paint marks and cut them into the wood?—A. I do not know, but they might after they got used to it; but it is considerable of a job to cut it in with a gouge and mallet—the figures and letters

Q. Did all this timber come in since you were suspended?—A. No, sir.

Q. It was there before?—A. Yes, sir.

Q. Was there not just as much necessity for your services when you were suspended the last time, as there is now?—A. Yes, sir; as far as that is concerned.

Q. And yet you say you were suspended in January for want of money?—A. I supposed that; I do not know what it was for, only that was the impression; they were all suspended.

Q. Did you ever suggest to any one that it would be better for the department to take you back?—A. No, sir.

Q. Ever make any suggestion of that sort?—A. I don't recollect any.

Q. Did you ever intimate to any one any such thing as that since these investigations were being known about?—A. I do not recollect about ever saying so.

Q. You don't know what prompted Mr. Hanscom to put you back?—A. I do not.

Q. Did not come from any work of yours, directly or indirectly?—A. Not that I am aware of.

Q. Did you never intimate to any one that you had within your bosom or mind knowledge that might damage the Department?—A. No, sir; I am not aware that I ever did.

Q. Have you not been talking a good deal to people about your being out?—A. Well, I presume I have

Q. Have not these investigations been talked about a good deal?—A. O, yes; a good deal; inside and out. I do not know, but I presume some of my friends in Charlestown, (I have lived there a good many years, and have a good many friends there,) and I presume that some of them interested themselves for me to get me to work, for I have been out of work some time.

By Mr. MILLS:

Q. Do you not remember saying publicly in the streets of Boston, that you knew enough against the Department to hang them?—A. No, sir.

Q. Never said it to anybody?—A. No, sir; I have heard that since I came back from New Hampshire.

Q. You never intimated to anybody after your discharge, that you were in possession of facts that would prove Government officers guilty of gross frauds?—A. No, sir.

Q. Don't you know that a statement of that kind getting to the ear of the Department

of your being restored?—A. I know such statements have been going around, now it until after I came back from New Hampshire.
u know that statements of that kind have been brought to the knowledge of t here?—A. No, sir.
t give the committee any surmise as to how this appointment came to you . I cannot; I knew nothing about it until it came.
dreaming of such a thing?—A. No, sir.
e you know that the order came direct from Mr. Hanscom?—A. I do not know see the order. Mr. Easby told Mr. Sampson, the master-carpenter there, who sent for me, I think, that there was an order from the Department to put me t was the first I knew of it. The first I knew of the committee wanting me ew Hampshire, and I saw in the paper on Friday that my name was used nd I started on Saturday and came home.

WASHINGTON, *April* 11, 1876.

KEY sworn and examined.

MILLS:

Where do you live?—Answer. I live in Watertown, Mass.
u been a contractor in the Navy Department for some time?—A. I have, sir.
ve you been supplying?—A. Most all kinds of timber, particularly white oak, white pine, ash, and all kinds of lumber in my line.
ve you supplied this lumber?—A. A large quantity of my contracts have been bids.
ds are let to the lowest bidder?—A. Yes, sir.
you account for the fact that you have been so successful in being the lowest cannot account for it in any other way except that I have been willing to rices.
know that you have been working at low prices?—A. I think I have, be- put a good deal of timber into the yard that has cost a great deal more than

remember putting in some white oak at $90 a thousand?—A. No, sir; I have

remember your bid when you and Mr. Huckings and somebody else bid on er and you bid $90?—A. No, sir. I remember bidding on some white-oak ents a cubic foot.
at a low price?—A. A low price for timber of that quality.
know that it could have been bought for 60 cents a foot in Boston at that , sir; no such timber could have been bought for that price.
know that other parties were selling for that price?—A. No, sir; not that as for bending purposes—to be so large.
remember furnishing 70,000 feet of pine plank to the navy-yard at one time?— ink likely I had.
l you buy that plank from?—A. I do not remember.
ght it from a merchant in the city of Boston, did you not?—A. No, sir; I do d. I usually buy my stuff in New York, Newburgh, Ohio, and Maryland.
remember buying 70,000 feet of pine plank from a merchant in Boston at $32 —A. No, sir. What quality of plank? We run by qualities, such as Nos. 1, to 30. All these qualities we have got prices for.
remember that you bought 70,000 feet of plank from a merchant in Boston, $32 a thousand for it, and sold 50,000 feet at $55, and 20,000 feet at $45 a hout ever having your hand on the lumber at all?—A. No, sir.
not remember that?—A. No, sir; I do not remember it. If I have done it, uld show it.
master's books would show what you got from the Government for it, and the the merchant from whom you purchased the lumber shows what you gave him ,200 it appears that you made $1,100 from the Government.—A. I have no it.
ou not, in keeping up your connection, as a contractor, with the navy-yard, of that sort all the time?—A. No, sir; I lost on one lot that I furnished the $10,500 at one time.
s it that you kept up your connection as a contractor with the Government when ng in that way?—A. I do not say that I have lost in that way all the time; d not made money all the time.
it that you have been so successful in being the lowest bidder at all these lettings? u tell just as well as I can. I have never gone inside of one of these lettings. een here twice when the bids were opened. I have sealed up my bids and sent

them to Washington, and they would make returns upon them. I did not know anything more about them here than you did, sir.

Q. In purchasing lumber at Boston, did not the purchasing-paymaster always come to you to purchase?—A. No, sir.

Q. How did you supply them, then?—A. I do not know how other people supply, but I can tell you how I came to supply. If a requisition is made, it is sent to the paymaster, and he sends to me, and to others, bids to be filled up and signed.

Q. How many others?—A. I do not know who he sends them to.

Q. Do you confer with these other men and tell them what your bid is, and make an arrangement with them?—A. No, sir; do not think that. I do not want you to think I would do that. I have done my business on the square. I am too old a man to do such a thing as that.

Q. Did you go to Mr. Huckings at the time you bid for this lumber, and tell him that you had put in your bid at so much?—A. No, sir; I did not. He had some timber that would answer for this bending-purchase; timber that was clear of knots as it has to be. I went over to see what he would sell that timber for, and he said he gave a dollar a foot for it. Said I, "It is some time ago since you bought it; can't you sell it for a little less now?" He said, "I won't sell it a mill less than that."

Q. Did you tell him that you had put in your bid at ninety cents?—A. I had not put in any bid; I was then looking to see what I could buy timber for, before I came to put in my bid.

Q. Do you not know that the purchasing-paymaster dares not ignore you when he goes into the market to purchase timber?—A. No, sir.

Q. Don't he know that you could remove him if he did not give you these contracts?—A. I never lifted my hand in my life to put a man in the navy-yard, or have a man removed from it.

Q. Have you not been trying to have Mr. Easby removed for the last six or eight weeks?—A. He says I am the only one that has kept him there; but he has given me more credit than I deserve. I have not meddled with it.

Q. Have you not spoken to any one here about having Mr. Easby removed?—A. I do not think I have mentioned the thing within eight or ten months.

Q. Have you at any time?—A. I think there was something said about a year ago by some man in my office. I said Mr. Easby was an honest man and a man that would do right by the Government, and they had better let well enough alone.

Q. You never tried to have him removed at all?—A. No, sir.

Q. You never tried to get a constructor there by the name of Steel?—A. No, sir; I did not know the man at all until last June.

Q. Why did you want a constructor there?—A. Because we have always had one, and there are some men I would prefer to others.

Q. Why would you prefer this man, that man, or another man?—A. You, or I, or anybody else would prefer a man who was respectable and high-minded.

Q. You say you never knew anything about this man Steel until last June?—A. Yes, sir. This man was talked about for the place, and I said I should just as soon have Mr. Steel as any man if we had got to have a change.

Q. Do you know anything about any timber that was rejected at this navy-yard here, at Washington, which you got a man by the name of Gough to sell?—A. No, sir; you know I have had a partner in my business ever since I first started. I have never furnished a contract but what Mr. Jewett has been interested with me the whole way through. Frequently he comes and settles up these bills, and I do not have anything to do with them. I buy most of the timber.

Q. Don't you know that timber that has been sold to the yard by you, and that has been rejected, you have got orders to have received over the rejection of the inspectors?—A. I do not think I ever did but once, and I do not know as I did that. I do not know but once; I had a few ash planks left and they were received after their rejection.

Q. By what authority were they received?—A. I do not know but it was from the bureau here.

Q. Do you know it was from the bureau?—A. No, sir.

Q. How did you get it received?—A. The orders went to the commodores there for them to receive it.

Q. You complained of somebody?—A. I never complained of anybody in the navy-yard in my life. I want you to understand that I do not put anything into the yard hardly myself. I do not buy it all of the man I get it of. If it is received in the yard I pay him for it. If it is rejected he takes it away. I have no interest at stake to make the Government take poor timber, because I do not buy a hundred feet of pine lumber on my contracts.

Q. Whom do you buy it from?—A. I buy it all over the country. I have bought considerable of James Bigler, of Newburgh, N. Y., and I have bought in Maryland, in Dover, Del., of Mr. Shakespeare. I have handled a good deal of timber in my life.

Q. You do not cut any of the timber yourself?—A. Yes, sir; I have cut a great deal of it. That has been the business of my life—cutting and manufacturing timber.

Q. Where is your office in Boston?—A. 21 Kilby street.

Q. Where is the office of the purchasing-paymaster?—A. 21 Kilby street.

Q. And you and he are right there together?—A. Yes, sir.

Q. You have been furnishing all this lumber?—A. I have furnished a great deal; not all.

Q. Has anybody furnished any white-oak timber besides yourself?—A. There is a cargo now unloading there. I do not know whose it is.

Q. Can you account for it, how it happens that you get all these contracts, other than on the supposition that you furnish it at the lowest price?—A. No, sir.

Q. Does it not look a little remarkable that when those bids are put in by a great number of lumbermen in the country who would like to get into the business, you manage to be the lowest bidder every time?—A. Perhaps to others it would look so, but I know what the timber costs and I know about what a man can sell it for. I am traveling.

Q. Do you think you know better than other merchants there?—A. I think I travel more than most of them. I am not at home more than a third part of the time. I understand that the story came here that I left on account of the committee being in Charlestown. I should have been down in Savannah this week if you had not summoned me.

Q. Do you not know whenever the bureau here is going to make a requisition for lumber? And then do you not come on here to consult about it?—A. No, sir; never at all. There is a great deal let here that I never heard of.

Q. Do you know anything about any money that you or your firm loaned to Mr. Hanscom?—A. No, sir.

Q. Did you ever lend him any money?—A. No, sir; I do not think we ever did.

Q. Do you remember a law-suit in Boston in which your books were produced and showed that a thousand dollars had passed from your firm to Mr. Hanscom?—A. My books were never in a law-suit. I never had but one in my life. I have steered pretty clear from law-suits. My books were never carried into court.

Q. Did that fact appear in any investigation?—A. Not that I know of.

Q. Did you ever have any money transaction with Mr. Hanscom at all?—A. Not that I know of, in any shape or form.

Q. You never loaned or gave him any money?—A. No, sir.

Q. Did you ever make him any presents?—A. Never in my life. My business has not been profitable enough to give away very much.

Q. Do you know of any person who has made any present or given any money to any officer of the Navy, to secure contracts or any other benefit?—A. Never, sir.

Q. Do you know anything about Donald McKay having paid any money to obtain a contract for building the sloop Adams?—A. I never heard of it, sir.

Q. Do you know anything about any one having paid any money to enable them to sell a timber-bending machine to the Government?—A. Never, sir. They would not consult me on that, for I am opposed to it.

Q. Have you ever recommended any person to appointment in the navy-yard, either as clerk, inspector, writer, or any other kind of officer?—A. No, sir. I have not.

Q. Have you ever made any complaints against officers in the navy-yards?—A. Never.

Q. Do you know of any frauds practiced in Government, in the mode of furnishing timber, or false measurement of timber, or in any other manner, at this navy-yard?—A. No, sir. I never saw a stick of timber measured in a navy-yard in my life.

Q. Do you not see your own timber measured?—A. No, sir; they receive it in the yard, and that which they receive I get paid for from the Government; and what is rejected belongs to him whom I buy it of, so that I have no interest to cheat the Government in that way.

Q. Do you know Mr. Sprague, the timber-inspector in the Charleston yard?—A. I do.

Q. Is he a poor man?—A. That I could not tell you.

Q. How long have you known him?—A. I have known him, I should think—I don't know how long he has been inspector there, but I should think five or six years.

Q. Do you know anything about his pecuniary condition?—A. No, I do not know anything about it.

Q. Do you know how he lives?—A. I don't know anything more about it than you do; not a thing.

Q. You do not know whether these officers live extravagantly or economically?—A. No, sir. I don't know anything about that. If I have business in the yard I go in and attend to it, and come out again.

By Mr. WILLIS:

Q. How long have you been in the habit of furnishing supplies to the Government?—A. Since 1862.

Q. What is the character of the supplies that you generally furnish?—A. I have just told the other gentlemen that I furnished all kinds of lumber, most.

Q. Have you ever encountered any difficulty in getting the lumber that you furnished accepted in the yard?—A. No, sir.

Q. Has it never occurred to you, in your experience as a Government contractor, that your goods would be rejected, and that you had occasion to resort to other modes of having them inspected than the ordinary ones?—A. I learned that by sad experience, when I first began to furnish the Government with timber. I used to buy my timber by the cargo, and then bring it in, and they rejected a portion of it. After that I never bought any timber except what I bought from the individual, with the understanding that what was received

by the Government I paid him for—that which was accepted; and that rejected I had nothing to do with.

Q. Has it never occurred that lumber furnished by you has been rejected, and that you afterward contrived to have it accepted?—A. In one exception; only one exception.

Q. What case was that?—A. In regard to some ash plank.

Q. What were the instrumentalities you employed then to effect that?—A. I think I wrote to the bureau.

Q. To the Bureau of Construction and Repair?—A. Yes, sir.

Q. Who was chief of the bureau at that time?—A. Mr. Hanscom.

Q. What year was that?—A. I think it was the last year.

Q. Did you ever have any contract for furnishing anything to the navy-yard at Pensacola, which was rejected and afterward inspected?—A. No, sir; I never furnished but one lot of stuff to the navy-yard at Pensacola in my life, and that has been this winter. I sent down some lignum-vitæ, and some other timber. The dimensions were given, and I sent them larger timber than was called for, and it was all inspected and the bills sent back approved. I was never down there in my life, and do not know any of the people there.

Q. Did you ever have any variance with the predecessor of Mr. Hanscom, Mr. Lenthall?—A. Yes, sir, I did.

Q. In connection with that difficulty, did you take any active steps to secure Mr. Lenthall's removal?—A. I think I spoke to two or three Senators in regard to it.

Q. What Senators?—A. I do not remember now. I knew most of the Senators from New Hampshire and Massachusetts. I had resided in New Hampshire, and I voted there thirty-five years.

Q. Did you expend any money in or about the appointment of his successor, or in or about his removal?—A. Not a dollar.

Q. Did you ever make any statement to anybody that the promotion of Mr. Hanscom cost you any sum of money?—A. No, sir, I don't think I ever did. I never did.

Q. Have you any acquaintance with Mr. Varney, a naval constructor?—A. No, sir; I never saw him.

Q. What other steps, if any, did you take to secure the removal of Mr. Lenthall?—A. That is all I ever done.

Q. What did your difficulty with him grow out of?—A. In the first place, it was a defaulting contractor; there was 200 beams for some ships there in the yard, to be 50 feet long, and to be sided down 15 inches and curved 24 inches, I think, from end to end; the crooks to be got out; and they sent over from the paymaster's office to my office, asking me if I could not supply that. At first I said I would not bid on it; it had got to be furnished in ninety days; a defaulting contractor had failed, and they wanted this timber. I said I would not bid on it at all, because it would take two years to get them out of the woods—sticks of that sweep; and I sent the bid back, and the commandant wrote to me that my objection perhaps they could obviate; that they would take the timber large enough to allow this curve; to cut it down large enough to do this in the room of taking it of the exact size; that if I would furnish the timber large enough to get the sweep, that they would take it just as it was; and I put the timber in there within ninety days; but when I came to make out my bill, it was all made out and came here, Mr. Lenthall rejected it, and said there was too much. You know, of course, that the timber measured a good deal more than it would have if the sticks had been got out to the original size. He said, "I will not pass that bill as it is." I said, "That was the agreement with the commodore. He said, "If you will bring a letter from him to that effect I will settle that bill." I went home, and the commodore wrote such a letter and sent it here, signed also by the captain of the yard, who was the executive officer present when the bargain was made. I then took the contract, and put the timber in. Mr. Lenthall said it was one of his particular friends—the defaulting contractor—and he did not want to pass that, because it amounted to more than it would have if the timber had been put in at the dimensions specified. Says he, "I cannot pass that; but you can go up and have it passed over my head." Says I, "No, Mr. Lenthall, I never have done such a thing as that, and I shall not do it now." Says he, "I shall not pass it." And then I went and told these Senators; I think Charles Sumner was one. He said it was very wrong, if what I said was true, and they learned it was true, and that was where the trouble was; and that was the only thing I ever had a word about with Mr. Lenthall in any way.

Q. How soon after that was Mr. Lenthall removed?—A. Seven or eight months.

Q. Do you suppose it was at the instigation of the Senators to whom you had spoken?—A. I do not know anything about that.

Q. Have you ever said that?—A. No, sir.

Q. Have you ever said that you were instrumental in procuring his removal?—A. Never.

Q. Have you ever been paid for lumber or timber that did not pass inspection at the yard?—A. I was never in my life except once; and that was rejected and afterward received.

Q. Did that pass inspection at the yard?—A. It passed the inspection of the inspector and the contractor rejected it.

Q. Has it not happened in your business transactions with the Government that inspec-

tion has been refused at the yard and after such refusal you have been paid at the bureau? —A. Why, how could I do so when I have just told you that the stuff that I bought ——

Q. Never mind what you told me; you can answer that question yes or no?—A. No, sir; never, sir.

Q. In all your dealings that you have had with the Government have you had competitors in every instance?—A. Yes, sir; except a very few times that they sent a requisition for a hundred dollars' worth of something that they wanted immediately; and I have gone out and furnished that. Before they make those requisitions up they go out and get the prices of those articles, and then make their requisition based on that price, and then they send word to know if I can furnish that for that price; and I have done that on some of those little orders of a hundred dollars or less.

Q. According to your honest judgment, does the Government pay above the market-price for timber or lumber that it buys?—A. In any quantities and qualities.

Q. I mean taking everything into consideration, amounts and everything?—A. We would sell a cargo of timber containing sticks 20, 22, 25 feet long for considerably less than we would a thousand or two thousand sticks of timber that the shortest one shall be 35 feet long and the longest 60 feet, and nothing else shall be received at the yard. We could get three short sticks where we could get one long one.

Q. Is it not a fact that you do charge the Government more for the same goods than private individuals?—A. No, sir; not for the same goods.

Q. Do not?—A No, sir; never.

Q. Do you generally experience any difficulty in getting payment for your material?—A. Well, I have had to wait some, sir; through the war I had.

Q. On the average how long did you have to wait?—A. Sometimes I get my pay immediately, and then again I have had to wait months.

Q. Have you carried any bills from one year over into another?—A. No, sir.

Q. Have you ever got bills approved on a certain day, and then at a subsequent time had the bills renewed and new bills for the same thing made out of a different date?—A. I have never done that. I think it has been done in the navy-yard, but I could not say it.

Q. Who are the special competitors of yours in furnishing lumber and timber to the Government?—A. O, well, I could not tell you, sir, there are so many of them.

Q. Mention some of the most extensive.—A. Mr. Bigler has been one of the hardest men that I have run against, in Newburgh, N. Y.

Q. Who else?—A. Mr. Shakespeare, of Dover, Del.

Q. Who else?—A. I could not tell you.

Q. Mr. Swift, of New Bedford?—A. Yes, sir.

Q. Does he not furnish in the same line that you do?—A. He furnished live-oak.

Q. That is his specialty?—A. I have never known of his doing anything else.

Q. What have been the extent of your sales for the last five years to the Government? —A. I could not tell you.

Q. Approximate it.—A. Perhaps a hundred thousand dollars per annum part of the time, and part of the time it may be more, and then a good deal of the time less. I would not want to fix it at $100,000.

Q. What is the general profit that contractors in the Navy make upon the material furnished; what is the general profit that they expect to realize upon the amount of money they put in?—A. Sometimes a dollar a thousand and sometimes $5.

Q. What per cent., 15 or 25?—A. My books would not show 10 per cent.

Q. Some things, I suppose, would show 25 per cent.?—A. There may be some little things that I buy—— Allow me to go back some ways. My books were taken and kept for a long time, and all my papers, by Mr. Olcott and Mr. Vidor.

Q. Who are they?—A. Detectives sent there. They took my books and papers and went where I bought the lumber. I met Mr. Vidor in the street here one day, and he says, "If you will go with me up to Mr. Welles', I will go up and say to them that the Government owes you instead of you owing the Government."

Q. At whose instance was he sent there to take your books and papers?—A. By Fox and Mr. Isherwood and that class of men.

Q. Where you have a contract for $50,000, do not all you gentlemen manage to make a large percentage on three-fourths of the amount, and lose 3 or 4 per cent. on the balance of the amount?—A. No, sir; the larger the amount the more bidders there are in oak, hard pine, or anything of that kind.

Q. You do not make an aggregate bid in such a way that sometimes you can make a very heavy profit on the greater part of the bid, and a small profit on a small fraction of it? —A. No, sir; if there was a large contract, and a portion of that was for large oak timber, we would think that that would bear a pretty good price, and we would bid pretty high on that, because you could not furnish large timber as cheap as you can furnish small timber; and then we put the price down lower on the small class of timber.

Q. Did you ever express any choice as to the successor of Mr. Lenthall?—A. Never. I think I did say one day to somebody, that Mr. William Hanscom, I thought, would be a good man, if he was in the Navy, but he was not in the Navy; and then I spoke of Mr. Isaiah Hanscom to one Senator, who is now dead.

Q. Have you any contracts now pending unexecuted with the Government in the process of execution?—A. If they have not been put in within ten days, there is about 5,000 feet of white-wood boards at Pensacola.

Q. Is the Government indebted to you in any sum?—A. Not very much. They owe me for this little stuff that I have delivered at Pensacola, and they owe me for perhaps $1,500 or $2,000 besides.

By Mr. MILLS:

Q. You say you mentioned Wm. Hanscom as a proper man to take Mr. Lenthall's place?—A. Yes, sir.

Q. What peculiar fitness did he have for that place?—A. He is a good mechanic.

Q. Do you know of any other mechanics besides him equally as well fitted for the place?—A. I was not very much acquainted with any of those people. Mr. Hanscom I have known several years. I was residing in New Hampshire——

Q. Did you not know of any mechanic in the navy-yard, without going outside of it, who was as well qualified as Mr. William Hanscom?—A. No; not so good a mechanic as he was.

Q. Did you want Mr. William Hanscom in the place for the benefit of the Government or your own benefit?—A. No more for the benefit of myself than the Government.

Q. You say you represented the interests of the Government in wanting him there?—A. I was in favor of the man that I supposed would be the best man for the place.

Q. Did you see anything wrong in Mr. Lenthall, as far as the Government was concerned, that you wanted him removed?—A. No, sir; only that he would not pass my bill for $22,000; that I had to lay out of.

Q. Then you wanted Mr. Lenthall removed because he was opposed to your interests?—A. Because he said he would not pass my bill.

Q. Then it was not for the interest of the Government that you wanted to have him removed?—A. No, sir.

Q. Was it not for the same reason that you wanted William Hanscom put in there?—A. No, sir.

Q. Is that the only officer of the Government that you have tried to have removed from his position because he differed with you about what his official duty was?—A. My impression is that that was the only one.

Q. Did you ever speak to a Senator from New Hampshire on that subject?—A. I should think I did.

Q. Who?—A. I should think Mr. Cragin.

Q. Did you ever speak to him about having Mr. Hanscom put in?—A. No, sir.

Q. Have you had any conversation with Mr. Hanscom since you have been here this time?—A. No, sir.

Q. Have you been to see him?—A. No, sir; I saw him a minute on the street. I have not been to his house—not over five minutes.

Q. Did you tell him you were summoned here before the committee?—A. I do not think that was referred to. I have no knowledge about anything wrong in regard to this; but if I knew any wrongs I would tell you. I have told you the whole story on my oath, and I suppose I ought to know what an oath is.

Q. Did not you tell me a while ago, when I asked if you had ever used your influence to have any officer removed from his position, that you had never done so?—A. If you will allow me—I had forgotten Mr. Lenthall.

By Mr. WILLIS:

Q. Did you not confer with some other contractors on the subject of Mr. Lenthall's removal?—A. No, sir.

Q. Did not you ever combine with other contractors to effect his removal?—A. No, sir; never in my life.

Q. Did not you know there was a combination of contractors for that purpose?—A. Never.

Q. You have no knowledge of the fact that such combination ever existed?—A. I never spoke to any man, to my knowledge, in regard to it.

By Mr. MILLS:

Q. Do you know whether the officers in the Navy, the constructors, timber-inspectors, or those men who deal with the contractors, are afraid of them and their influence here with the Department?—A. I do not know about other contractors.

Q. Do not you know as a fact that the contractors have a political power over those men?—A. I suppose that contractors may have some power; but when you come down to our bills and things of that kind here, we have to go through a rigid process to get our bills through the navy-yard.

Q. Do not you know that if a timber-inspector, or any other person who has to pass on the quality of the articles that you all furnish, incurs the displeasure of the contractors, that they could have him removed; they have that power, have they not?—A. I do not know but they may have; I do not think they have.

Q. You succeeded in having Mr. Lenthall removed?—A. Well, Mr. Lenthall had been there a pretty good while; I don't know as I succeeded.

Q. You helped to do it?—A. I don't know as I did.

Q. As the result of the combination against him, or combined war against him, he fell?—A. Yes, sir.

Q. Do not you know that the same power now exists, and that these officers in the navy-yard are afraid of the contractors?—A. No, sir; I don't think they are.

Q. Do not you think that you could influence them to do what they did not think was their duty to the Government, if you were to attempt to frighten them?—A. No, sir; I do not think so.

Q. Do not you think that this influence of the contractors would affect the action of a timber-inspector, if he was a poor man and was dependent upon his wages?—A. If it would, he is not a man suitable to be there.

Q. That is not the question; do not you think it would?—A. I do not think it would.

Q. You think he would be proof against all temptation of that kind?—A. I think he would; if he would not, he would not be a man suitable to be there.

Q. Do you think all the men there are superior to that temptation?—A. I ain't a very good judge. I think we do not always get the right men in the right places.

By Mr. WILLIS:

Q. Have you ever had dealings directly with the bureau without going through the circumlocution of the navy-yard?—A. Never in my life.

Q. Have you ever solicited any order from any bureau officers?—A. I should think I have, two or three times, spoken to some of them in regard to timber that I had on hand; I would have a large lot of oak and yellow pine.

Q. To whom?—A. Mr. Hanscom.

Q. Within what length of time?—A. Within the last five or six years; I think only two or three times.

Q. Do you know the Secretary of the Navy, personally?—A. Never saw him until within two or three years.

Q. Have you ever conversed with him on the subject of furnishing the Navy with any supplies?—A. Never.

Q. Have you ever solicited any favors from any one in the navy-yard in any way?—A. No, sir; never, in no way.

By Mr. MILLS:

Q. Do you know whether you ever made a contract for a small amount of lumber by annual lettings, when there was a much larger amount of the same afterward ordered from the bureau at the same price that you were to get for the small amount?—A. I do not remember that I ever have.

Q. Have you just furnished the amount of lumber that you contracted to furnish in the annual lettings?—A. I have just furnished that and no more on that contract.

Q. But during the year have you not furnished more?—A. I have furnished it upon open purchase.

Q. At the same price that you took the contract for a smaller amount?—A. No, sir.

Q. At a lesser price?—A. At a lesser price a good deal of the time.

Q. Do not you know that it is the custom of the bureau to advertise for much smaller amounts of lumber in their annual letting than they want during the year?—A. I never knew that?

Q. Don't you know that they do it?—A. I know they have done it.

Q. What is the object of doing that?—A. If you would pass an act to let it all in that way you would save many dollars to the Government.

Q. Let it altogether by open purchase?—A. Yes, sir.

Q. Why?—A. Because you can go into the market and find out what this timber is really worth and what they will sell it for.

Q. And is there any chance for competition under that system?—A. Yes, sir. But the contractors are scattered all over the country, and some will bid one price and some others, and some will furnish the timber according to the contract and some will not; but I have never made a contract without I have filled it. I have filled a contract for oak timber at a loss of $5 on a ton.

APPENDIX.

Contract for building a sloop of war.—Donald McKay, contractor.

This contract, made and entered into at Boston, in the State of Massachusetts, the 8th day of November, one thousand eight hundred and seventy-three, between Donald McKay, of

Boston, in the State of Massachusetts, as principal, and Daniel D. Kelley, John Southern, Joshua Weston, and George E. Young, of Boston, and John Trickey, of Watertown, in the State of Massachusetts, and Luther A. Roby, of Nashua, in the State of New Hampshire, as sureties, of the first part, and Isaiah Hanscom, Chief of the Bureau of Construction and Repair, acting under the authority of the Navy Department, for and in its behalf, of the second part, witnesseth:

That the said parties of the first part do hereby contract, covenant, and agree for themselves, their executors and administrators, jointly and severally, with the said party of the second part, as follows: That, for the consideration hereinafter named, the said McKay will provide all the necessary materials therefor, except the live-oak timber to be furnished by the United States, and will build, equip, and fit the hull of a steam screw-propeller sloop-of-war, authorized under the act of Congress approved February 10th, 1873, of the following general dimensions: length between perpendiculars, 185 feet; extreme breadth, 35 feet; depth from main deck to top of floor, 16 feet 2 inches; and to conform in all respects with the specifications and drawings hereunto annexed, and which are hereby made a part of this contract and are to govern the parties hereby contracting as truly as if the same were incorporated in this instrument, nor is the omission therein of any detail or object necessary to carry into effect the intent and spirit of this agreement to be to the detriment of the United States.

The said parties of the first part do further agree that all the materials to be furnished by the said McKay, and used in the construction of the said steam-screw propeller sloop of war, shall be of the very best quality, free from all defects, and that the Navy Department, or the person or persons who may be appointed by the Navy Department to inspect the work, shall have the power of rejecting, in any stage of its progress, any materials or articles that may be considered defective; and further, that the work shall be done in the best manner, and equal in all respects to work done upon vessels built in the United States navy-yards, and to the satisfaction of the person or persons appointed as aforesaid for the inspection of the building of the vessel, and of the Department, and who shall have power to reject any bad or imperfect work, the same as is provided in regard to materials, and to whom every part and arrangement must be satisfactory; and that they will provide the said inspector or inspectors suitable and convenient office-room, and afford him or them all satisfactory facilities for superintending the work.

The said parties of the first part further agree and contract that the aforesaid vessel shall be launched within six months from the date of this contract, and that a period of three months (as is provided in the contract with the parties who have agreed with the Navy Department to erect and place on board the steam-machinery complete for said vessel) shall be allowed thereafter to the said contractors, under their shears, if the vessel and machinery are constructed in the same port, otherwise to be allowed them to place and erect the machinery on board on the premises of the parties of the first part; the said parties of the first part agree to do all the carpenter's work necessary in connection with the steam-machinery, except the trimming out of the shaft-hole, giving a proper and sufficient notice to and permitting the contractors for the steam-machinery to execute on board the vessel the work necessary to be done by them before launching.

And it is further agreed by the said parties of the first part that the aforesaid vessel shall be completed in all respects according to the plans and specifications hereunto annexed, and delivered at the navy-yard at Boston in nine (9) months from the date of signing this contract; provided, however, that if, through the negligence or default of the contractors for the steam-machinery, any delay in so delivering her within the time above specified is occasioned, it shall not be to the detriment of the parties of the first part.

And the said parties of the first part do further engage and contract that no member of Congress, officer of the Navy, or any person holding any office or appointment under the Navy Department, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom. And it is hereby expressly provided, and this contract is upon this express condition, that if any such member of Congress, officer of the Navy, or other person above named, shall be admitted to any share or part of this contract, or to any benefit to arise under it, or in case the parties of the first part shall, in any respect, fail to perform this contract on their part, the same may be, at the option of the United States, declared null and void, without affecting their right to recover for defaults which may have occurred.

It is further agreed and understood that the drawings and specifications herein referred to and considered a part of this contract, shall not be changed in any respect when the cost will exceed one hundred dollars, ($100,) except upon a recommendation of a board of survey composed of not less than five officers of the Navy, and approved by the Secretary of the Navy; and if changes are thus made the actual cost of and damage caused by such change shall be estimated by such board of survey; and the parties of the first part hereby agree that if such changes are made they shall be bound by the estimate of said board as to the amount of increased or diminished compensation they are to receive, if any, in consequence of any such changes, as is provided in the second section of the act of Congress, approved February 10th, 1873, hereinbefore referred to.

And it is further agreed by the said parties of the first part that, in the event of any neglect

or failure on their part to fully complete the said steam screw-propeller sloop of war in accordance with this contract, and the accompanying drawings and specifications, and to the entire satisfaction of the Navy Department, and of the officer or officers to be appointed by the Navy Department to finally inspect and receive her and to deliver her at the Boston navy yard within nine (9) months from the date of signing this contract, they will forfeit and pay to the United States the sum of fifty ($50) dollars per day for each and every day delayed; and that, in addition to said forfeiture, the Department is authorized to take possession of the work and complete it at the expense of the parties of the first part, to whom any excess of cost will be charged, provided the delay has not been occasioned by the negligence or default of the contractors for the steam-machinery, by an unavoidable accident, or by the action of the Navy Department.

And the said party of the second part do hereby contract and engage with the said parties of the first part as follows: That, for the hull of the said steam screw-propeller sloop of war, completed and delivered in the manner herein provided, there shall be paid the sum of one hundred and forty-eight thousand five hundred dollars, in equal payments of fourteen thousand eight hundred and fifty dollars ($14,850) each, to be made as the work progresses, upon certificate of the inspector or inspectors that the work has sufficiently progressed to entitle the contractor to the payment named, on bills in triplicate, duly approved by the Chief of the Bureau of Construction and Repair, and no payment on the vessel shall be made without such certificate shall first have been presented. As an additional security to the United States, there shall be withheld from each payment at least ten (10) per centum of the amount, which shall only be paid when the vessel is satisfactorily completed, delivered, inspected, and finally received. The remaining ninety (90) per centum or other proportion of each payment as may be decided on by the party of the second part will be paid by the purchasing-paymaster at Boston, within thirty (30) days after bills, duly authenticated and approved as above mentioned, shall have been presented to him.

It is further agreed that the Navy Department shall have a lien on the vessel, and on all the materials provided for the fulfillment of this contract, for this money advanced or paid by the United States on account thereof, and that the said parties of the first part shall keep the vessel and materials insured to the amount which may be paid on account of this contract, the policies to be made payable to the United States.

Signed, sealed, and delivered in presence of (the word "eight" in line 20, 5th page, and in line 19, 8th page, having been erased, and the word "nine" inserted before execution.)

	DONALD McKAY.	[SEAL.]
	DANIEL D. KELLEY.	[SEAL.]
	JOHN SOUTHER.	[SEAL.]
L. LITCHFELD.	L. A. ROBEY.	[SEAL.]
R. I. BURBANK.	JOSHUA WESTON.	[SEAL.]
L. LITCHFIELD.	GEORGE E. YOUNG.	[SEAL.]
L. LITCHFIELD.	JOHN TRICKEY.	[SEAL.]

L. LITCHFIELD, to D. McKay, D. D. Kelly, John Souther.

I. HANSCOM. [SEAL.]
Chief of Bureau.

Witness to signature of I. Hanscom:
B. T. HANLEY.

STATE OF MASSACHUSETTS,
County of Suffolk, ss:

Joshua Weston, being duly sworn, deposes and says that he resides in the city of Boston, in the State of Massachusetts; that he is a shipwright, and that the value of his property, over and above all debts and liabilities incurred by him, is over $25,000.

JOSHUA WESTON.

Sworn and subscribed this 8th day of November, 1873, before me.
Witness my hand and official seal.

R. I. BURBANK,
Notary Public.

STATE OF MASSACHUSETTS,
County of Suffolk, ss:

George E. Young, being duly sworn, deposes and says that he resides in the city of Boston, in said State; that he is a mast and spar maker, and that the value of his property, over and above all his debts and liabilities incurred by him, is over $35,000.

GEORGE E. YOUNG.

Sworn and subscribed this 8th day of November, 1873, before me. Witness my hand.

R. I. BURBANK,
Notary Public.

STATE OF MASSACHUSETTS,
County of Suffolk, ss:

Daniel D. Kelley, being duly sworn, deposes and says that he resides in the city of Boston, in said State; that he is a shipwright, and that the value of his property, over and above all his debts and liabilities incurred by him, is over $50,000.

DANIEL D. KELLEY.

Sworn and subscribed this 10th day of November, 1873. Witness my hand.

R. I. BURBANK,
Notary Public.

STATE OF MASSACHUSETTS,
County of Suffolk, ss:

John Souther, being duly sworn, deposes and says that he resides in the city of Boston, in said State; that he is a manufacturer, and that the value of his property, over and above all his debts and liabilities incurred by him, is over $50,000.

JOHN SOUTHER.

Sworn and subscribed this 10th day of November, 1873. Witness my hand.

R. I. BURBANK,
Notary Public.

STATE OF MASSACHUSETTS,
County Suffolk, ss:

John Trickey, being duly sworn, deposes and says that he resides in Watertown, in the State of Massachusetts; that he is a lumber-merchant, and that the value of his property, over and above all his debts and liabilities incurred by him, is over $25,000.

JOHN TRICKEY.

Subscribed and sworn this 10th day of November, 1873. Witness my hand.

R. I. BURBANK,
Notary Public.

STATE OF MASSACHUSETTS,
County of Suffolk, ss:

Luther A. Roby, being duly sworn, deposes and says that he resides in the city of Nashua, in the State of New Hampshire; that he is a lumber-dealer, and that the value of his property, over and above all debts and liabilities incurred by him, is over $25,000.

LUTHER A. ROBY.

Subscribed and sworn this 8th day of November, 1873, before me. Witness my hand and official seal.

R. I. BURBANK,
Notary Public.

I certify that I have made due and diligent personal inquiry as to the ability of the sureties in this contract, and am satisfied that they are good and sufficient for the sum of $200,000 each. Witness my hand and official seal.

R. I. BURBANK,
Notary Public.

I hereby certify that I have made due inquiry as to the worth of the persons whom Mr. McKay names as sureties, and learn that, in the aggregate, they are worth over $1,200,000, and that they are all reputable people. I further certify that Mr. McKay proposes to comply with his contract.

GEO. PLUNKETT,
Paymaster.

Bond to accompany the contract of Donald McKay with the Bureau of Construction and Repair, Navy Department, for building a steam screw-propeller sloop of war.

Know all men by these presents that we, Donald McKay, as principal, and Daniel D. Kelley, John Souther, Joshua Weston, and George E. Young, of Boston, Mass., and John Trickey, of Watertown, Mass., and Luther A. Roby, of Nashua, N. H., as sureties to the contract of the said McKay with the Bureau of Construction and Repair, Navy Department of the United States, hereueto annexed, and bearing date the 8th day of November, A. D. 1873, for the building of a steam screw-propeller sloop of war, are holden and stand firmly bound unto the said United States, in the sum of one hundred and fifty thousand dollars, lawful money of the United States, for the payment of which to the said United States we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators.

The condition of this obligation is, that if the above-bounden Donald McKay, his heirs, executors, administrators, or any of them, shall well and truly fulfill all the terms, conditions, and requirements of the said contract, and to the full and complete satisfaction of the said Navy Department, then the above obligation to be null and void; otherwise to be and remain in full force and virtue.

In witness whereof we have hereunto set our hands and affixed our seals the 8th day of November, A. D. 1873.

DONALD McKAY. [SEAL.]
DANIEL D. KELLEY. [SEAL.]
JOHN SOUTHER. [SEAL.]
L. A. ROBY. [SEAL.]
JOSHUA WESTON. [SEAL.]
GEORGE E. YOUNG. [SEAL.]
JOHN TRICKEY. [SEAL.]

Signed, sealed, and delivered in presence of—
R. I. BURBANK.
L. LITCHFIELD.
L. LITCHFIELD.
L. LITCHFIELD.
L. LITCHFIELD.
L. LITCHFIELD to D. McKay, to D. D. Kelley.

Building-directions for a wooden steam sloop of war.

BUREAU OF CONSTRUCTION AND REPAIR,
Wa hington, D. C., 1873.

	Ft.	In.
Length from fore side of rabbet of stem at	11	0
water-line to after side of forward stern-post	185	0
Extreme breadth	35	0
Depth of hold	16	2
Keel of white oak, sided	1	2
To be in two (2) depths, the upper piece to be in five (5) lengths, the lower edge being below the base line		8
and parallel to it.		
Scarphs in length	10	0
to be plain with two (2) rows of dowels let in.		
Dowels in diameter		3
and in length		4
The nibs to come under a filling or futtock.		
Upper nibs in thickness		3
Lower nibs in thickness		3
Care must be taken that this upper nib is well calked before the frame is raised, and that the scarph is calked and stop-watered before the garboard strake is put on.		
The nibs to be fastened before the lower piece is put on with two (2) copper bolts in each nib. Bolts in diameter		¾
riveted on composition plates let in on the lower side.		
Plates in thickness		½
and in width		2
Scarphs to be fastened with three (3) copper bolts riveted on rings on the lower side. Bolts in diameter		11/16
Care must be taken to keep these bolts clear of the floor-timber and keelson-bolts.		
Lower piece of keel to be in six (6) lengths, so arranged as to make a good shift of butts with the upper piece.		
In depth at the forward perpendicular		8
and at the after perpendicular	1	4
Thus the whole depth of the main keel below the base line will be at the forward perpendicular	1	4
and at the after perpendicular	2	0
Scarphs at the after piece will be in length	7	6
To be plain with two (2) rows of dowels let in; dowels in diameter		3
and in length		4
The nibs of this scarph to be in thickness		4
To be fastened before the upper piece is put on, with two (2) copper bolts in each nib. Bolts in diameter		¾
Riveted on composition plates let in on the under side.		

Ft.

Plates in thickness.....
and in width.....
The scarph to be fastened with two (2) copper bolts riveted on rings on the under side. Bolts in diameter.....
Care must be taken to keep these bolts clear of the floor and keelson bolts. The remaining scarphs and nibs to be reduced as the size of the keel diminishes.
The upper and lower pieces of keel to be doweled with two (2) rows of dowels (staggered) to be put in under the fillings. Dowels in diameter.....
and in length.....
asunder or fore and aft..... 7
The upper and lower pieces to be bolted together with copper bolts driven from above through each dowel and riveted on rings on the under side. Bolts in diameter.....
About three (3) inches above the lower side of the main keel it will be bolted athwartships under the joints of the frame with copper bolts in diameter.....
asunder..... 7
Riveted on rings on alternate sides.
False keel of white oak in thickness.....
in length not over..... 12
to be fastened to the main keel with copper bolts in diameter.....
in length..... 1
asunder not more than..... 2
The false keel to be put on after the keelson and deadwood bolts are riveted and the keel has been coppered.
The butts of the false keel must be kept clear of the lower nibs of the scarphs of the keel.
Hang of keel.—The keel will be laid with a hang of.....
in a length of..... 185
Stem.—Of live-oak, sided..... 1
The aft side will be at or near the bearding line and the fore side not less than....
clear of the rabbet at the upper end. The lower scarph on the keel to be in length not less than..... 4
The upper scarph to be in length not less than..... 4
Each to be hooked.....
and fastened with two (2) copper bolts in each nib.
Bolts in diameter.....
riveted on composition plates in thickness.....
and in width.....
The scarphs to be bolted with four (4) copper bolts in each.
Diameter of bolts in lower scarph.....
and in the upper scarph.....
Care must be taken to keep these bolts clear of the apron and deadwood bolts.
There will be a composition ring let in on each side of the lower scarph, in diameter on the outside not less than..... 1
and in thickness not less than.....
the scarph to be bolted athwartships with six (6) copper bolts, in diameter...
riveted on alternate sides on these rings.
Bearding.—The stem will be bearded, commencing two (2) inches from the rabbet, so that the front of the gripe when finished will be.....
Apron and forward deadwood of live-oak, sided..... 1
To be molded to conform to the plan, and fastened to the stem with copper bolts, in diameter..... 1 ⅛ and
Bolts asunder on the outside not more than..... 1
To be kept clear of the hook and cutwater bolts. Bolts all to be riveted on rings.
These bolts to be of copper as high up as..... 14
above the base line, above which they will be of iron, galvanized.
Stern-post of live-oak, sided at heel..... 1
at center of shaft..... 2
and at the head..... 1
Molded at the head, not less than..... 1
and at the heel..... 2
or larger if it can be procured—to have two (2) tenons into the keel. The stern-post to be sufficient in length to reach the top of the gun-deck beam, and will be fitted to conform to the plan.
If the stern-post cannot be procured in one (1) piece, it may be scarphed fore and aft ways in wake of the shaft-hole. If scarphed, the scarph will be in length not less than..... 7
and be fastened with copper bolts, in diameter.....

	Ft.	In.
rings on alternate sides. Care must be taken that these bolts are kept		
the bolts securing the propeller chair casting.		
enter of shaft-hole at aft side of forward stern-post, above base line	5	10
be rough-cut, in diameter		11
st.—Shoe and rudder to be of copper or composition, to be fitted to		
the plan.		
rabbet on the keel will be		$3\frac{1}{2}$
		$3\frac{1}{2}$
post		$3\frac{1}{2}$
reast the shaft, where it will be		3
d—of live-oak, sided	1	2
it of the center of the shaft the deadwood will side as the stern-post, at		
ht, and will be molded to conform to the plan.		
e—of live-oak will fay on the keel and against the post, and will be		
e the deadwood is put on, with two (2) copper bolts through the post		
through the keel. Bolts, in diameter		$\frac{15}{16}$
ings on the outside, and one (1) blunt bolt in the fore end of the knee		
l, in diameter		$\frac{11}{16}$
l be doweled to the post and to the keel. Dowels, in diameter		3
ngth		4
e the deadwood will be built. Each piece of deadwood will be dow-		
piece on which it fays. Dowels, in diameter		3
ngth		4
d will be fastened with copper bolts, in diameter	$1\frac{1}{16}$ and	$1\frac{3}{16}$
ugh-bolts riveted on rings on the outside.		
ill be asunder on the inside not more than	1	8
taken that the bolts through the shaft-box at the height of the center		
shall be from center to center athwartships, not less than	1	6
haft-hole when finished, to be not less than	1	3
d holes, all the bolts through the keel, stem, stern-post, and deadwood		
off and bored through the separate pieces.		
e-oak timber and room	2	6
-Floor timbers will side	1	0
will side		10
emaining timbers will side		10
the vessel where the timbers are straighter, they will side		$9\frac{1}{2}$
ant timbers will side		9
e aftermost cant timber, which will side		10
.—Throats of floors will be	1	2
Floor timber head		$10\frac{3}{4}$
First futtock head		10
Second futtock head		$9\frac{1}{4}$
Third futtock head		$8\frac{1}{4}$
Fourth futtock head		$7\frac{1}{4}$
Port sill		$6\frac{1}{4}$
Rail		5
Top-gallant forecastle plank sheer		$4\frac{3}{4}$
Poop-deck plank-sheer		$4\frac{1}{2}$
-The cant-timbers will mold the same as the square frame. The		
es are on a square from the beveling when dubbed off inside and out,		
anking.		
f the frame will be close together, and each scarph in the floor-timbers,		
l, and third futtocks, will be bolted with three (3) galvanized iron		
meter		$\frac{15}{16}$
n the remaining timbers will be bolted with three (3) galvanized iron		
h, in diameter		$\frac{13}{16}$
ill be		2
igth than the siding of the frame, and will be punched in		1
be taken to keep these bolts clear of the lodge-knee bolts and those		
ater-way.		
l be doweled at each frame-bolt. The dowels in the floor-timbers,		
, and third futtocks, will be in diameter		3
ngth		4
emaining timbers will be in diameter		$2\frac{1}{2}$
l heels of the floor-timbers, first and second futtocks, will be doweled		
in diameter		3
ngth		4
l heels of the third and fourth futtocks will be doweled with dowels		
		$2\frac{1}{2}$

	Ft.	In.
The heads and heels of the remaining timbers will be doweled with dowels in diameter		
All dowels, wheresoever used, will be of well-seasoned lignumvitæ.		
Knight-heads and hawse-pieces of live-oak, sided		1
The butts so arranged that one may be in the hawse-hole.		
To be bolted to the apron and to each other with galvanized iron bolts, in diameter		
These bolts will be about	2	
asunder, and keep clear of the hook-bolts and hawse-holes.		
The heels of the knight-heads and hawse-pieces will be boxed into the apron and deadwood		1
and will be bolted with galvanized iron bolts, in diameter		
driven through and riveted on alternate sides.		
The heels of the cants will be boxed into the deadwood		
for a length of one (1) foot to 1 foot 4.		
Care must be taken not to cut into the after deadwood in wake of the shaft.		
The heels of each first futtock of the cant-frame will be bolted through the deadwood with two (2) galvanized iron bolts, in diameter		
and the heel of the half-cant with one (1) galvanized iron bolt, in diameter		
When the timbers are dubbed off, ready for planking, these bolts will be riveted on rings on alternate sides.		
The cants and counter-timbers will be located and arranged to conform to the plan.		
There will be seven (7) counter-timbers, the outer one of which will be sided		1
The center counter-timber will side	1	
The remaining ones will side		
The center counter-timber will heel against the stern-post, into which it will tenon.		
Tenon athwartships		
and up and down		
This center counter-timber, from its heel to the knuckle of the counter, will be molded so that there will be sufficient wood to finish fair with outside of the bottom plank, and into it the bottom plank will nib.		
The side counter-timbers will run by the stern-post and heel against the after-most cant. These side counter-timbers will be doweled and bolted to the center counter-timber. Dowels in diameter		
and in length		
asunder not more than	2	
To be bolted through each dowel with galvanized iron bolts, in diameter		½ an
riveted on rings on alternate sides, also to be bolted through the stern-post and aftermost cant, if it can be done.		
Fillings.—The spaces between the frames will be filled in solid with live-oak to a height of 6 inches above the throats of floors at the molding-edge of the timbers. The top or outer ends of these fillings will be cut with a curve from the molding-edge to the throat of the floor-timber in such a way as to form a water-course. The joints of the frames and fillings will be calked inside and out.		
Bolting the frame to the keel.—When the frame is raised and stationed, there will be one copper bolt through each floor-timber and the keel on alternate sides. Diameter of bolts		1
riveted on rings on the lower side of the keel.		
Main keelson, of live-oak, sided	1	
in two (2) depths, the lower piece to be in depth		
and in length of not less than	25	
To be butted and not scarphed; the butts to come over a futtock or filling, and to be kept clear of the scarphs in the upper piece of keel.		
The lower piece of keelson will be doweled on alternate sides to each alternate futtock. Dowels in diameter		
and in length		
If found necessary, this lower piece of keelson may be fastened with locust tree-nails or small copper bolts in the futtocks or fillings.		
Upper piece of keelson will be of live-oak, sided	1	
and depth		1
Thus the whole depth of the keelson will be	1	
To be in length of not less than	30	
These upper pieces will be scarphed—scarphs in length	5	
The upper nibs will be		
and the lower nibs will be		
The scarphs will be doweled with four (4) dowels in each scarph; dowels in diameter		
and in length		
and bolted with two (2) copper bolts in the upper nib, in diameter		
and in length	1	

	Ft.	In.
and one copper bolt through each dowel; bolt in diameter		$\frac{11}{16}$
and in length	1	1
Care must be taken that these scarphs do not come over the butts in the lower piece of keelson, or the scarphs in the upper piece of keel.		
The upper piece of keelson will be doweled to the lower piece on alternate sides; dowels in diameter		3
and in length		4
asunder fore and aft	5	0
or over every alternate floor-timber. The keelson will be fastened with one (1) copper bolt through each floor-timber driven on alternate sides and opposite the floor-timber bolts; bolts in diameter		$1\frac{1}{8}$
riveted on rings on lower side of the keel.		
Sister keelsons of live-oak on each side and close adjacent to the main keelson; in depth		11
and in width or siding		8
To be scarphed; scarphs in length	5	0
To have four dowels in each scarph; dowels in diameter		$2\frac{1}{2}$
and in length		4
These scarphs to be kept clear of those in the main keelson.		
Through these sister keelsons in every timber, there will be a copper bolt in diameter		$\frac{13}{16}$
riveted on rings on the garboard strake.		
These keelsons will continue forward and aft until their outer edge becomes		6
their top being parallel with the top of the main keelson.		
These keelsons will be bolted athwartships where it can be done through the main keelson with galvanized iron bolts, in diameter		$\frac{13}{16}$
asunder, not more than	7	6
Care must be taken that these athwartships-bolts are kept clear of the copper through-bolts.		
Capping.—There will be a cap on the main keelson of live oak, sided	1	2
and in thickness		3
fastened with copper bolts, in diameter		$\frac{1}{2}$
and in length		7
asunder not more than	2	6
driven on alternate sides, in wake of the mast-steps, and engine-keelsons this capping will be omitted. The upper corners will be chamfered on the side.		$\frac{3}{4}$
and on top		$1\frac{1}{4}$
Breast and deck hooks.—Forward there will be one (1) hook at each deck, and one (1) between and one (1) in the hold below the berth deck; these hooks will be formed by a live-oak chock, sided		9
and molded from	8 inches to 10	
fayed against the inside of the apron and deadwood.		
On the inside of the chocks there will be a galvanized iron hook, sided		4
and molded at the throat		$2\frac{3}{4}$
and at the ends		$\frac{3}{4}$
Arms in length not less than	4	6
fayed against the timber of the frame; there will be one (1) galvanized iron bolt through the stem, driven from the outside and riveted on the hook; bolt in diameter		$1\frac{1}{16}$
and one galvanized iron bolt through each timber on which it fays, driven from the inside and riveted on rings on the outside of the frame; bolts in diameter		$\frac{15}{16}$
Hooks aft.—There will be a hook at the poop-deck of live-oak, sided		$6\frac{1}{2}$
and molded to conform to the plan, fastened with one (1) galvanized iron bolt through each timber on which it fays, to be driven from the outside before the plank are put on, and riveted on rings on the inside; bolts in diameter		$\frac{11}{16}$
There will be a hook at the port sill of live-oak, sided		8
and molded to conform to the plan, fastened with one (1) galvanized iron bolt through each timber on which it fays, driven from the outside before the plank are put on, riveted on rings on the inside; diameter of bolts		$\frac{15}{16}$
Under the berth-deck, on top of the deadwood, there will be three (3) hooks of live-oak, sided		8
fastened with one (1) copper bolt through each timber over which they pass, driven from the outside and riveted on rings on the inside; bolts in diameter		$\frac{15}{16}$
These hooks will be located to conform to the plan and will be put in after the ceiling-plank are put on.		
Port sill, of live-oak, sided, or in depth		7
in width same as the frame at that point, to be set with the rounds of the beam, and bolted at the ends with two (2) galvanized iron bolts, in diameter		$\frac{9}{16}$

	Ft.	In.
and into the heads of the intermediate timbers with one (1) galvanized iron bolt into each timber; bolt in diameter		$\frac{5}{16}$
driven at opposite angles to each other.		
Port-sills in height above the top of the deck when finished	1	6
Ports in width, fore and aft	3	8
Ports in height to under side of main rail	3	2
Care must be taken that the timbers forming the face of the ports have a smooth face, and are full and square.		
Fillings.—In wake of the hawse-holes and engineer's openings, the space between the frames will be filled in with live-oak: at each air port and scupper there will be a filling of yellow pine in length not less than	3	0
In wake of the rigging, the space between the frames will be filled in with yellow pine in length not less than	4	6
The upper ends of these fillings to be on a line with the port sill.		
Diagonal braces of iron on the inside of the timber, in width		$3\frac{1}{4}$
and in thickness		$\frac{5}{16}$
There will be two (2) sets at right angles to each other, one (1) of which will be let into the timbers laid at an angle of 45° from the joints of the frame, the upper ends being under the head-strap, which will be let into the timbers back of the water-way and sperketing.		
These braces will continue down so that a bolt can be driven into the head of the second futtock. The other tier will lay on the timbers, the inside plank jogging over them; the upper ends will lay on the head-strap.		
The upper ends will be between every other frame, or about	5	0
asunder, and will be hot-riveted to the head-strap; rivets in diameter		$\frac{7}{8}$
The head-strap will be of iron, in width		$4\frac{1}{4}$
and in thickness		$\frac{5}{16}$
let into the timbers of the frame, the upper edge being below the port-sill	1	0
This head-strap will be continued from the stem to the aftermost cant; this head-strap will be lapped and riveted at the butts so that it may be continuous, having a galvanized iron bolt in every timber; bolts in diameter		$\frac{13}{16}$
driven from the outside in the middle of the timber and riveted on the strap; care must be taken that these bolts are well headed before driving, and that they are punched in sufficient to be clear of the outside plank when ready to be put on; the crossings of the braces will be hot-riveted; rivets in diameter		$\frac{13}{16}$
and bolted to every timber on which they lay with galvanized iron bolts; in diameter		$\frac{13}{16}$
driven from the outside in the middle of the timber and riveted on the braces same as the head-strap. Care must be taken that these braces are let into the timbers and the plank jogged over them so that they will fit close and tight.		
On the outside of the frame aft, there will be an iron strap located as shown on the plan, in width		$3\frac{1}{4}$
and in thickness		$\frac{5}{16}$
This strap will be welded in one piece and bolted through every timber with one (1) galvanized iron bolt in diameter		$\frac{7}{8}$
riveted on rings on the inside of the timbers.		
In order to connect the deadwood below the shaft with the frames that are above it, there will be two (2) composition straps or braces, in width		4
and in thickness		$\frac{5}{8}$
these straps will be welded in one piece.		
On each side of the vessel these straps will be let into the deadwood and frames, except in wake of the shaft where the plank will jog over them, and be fastened with copper bolts, in diameter		$\frac{13}{16}$
Below the shaft these bolts will be driven on alternate sides and riveted on the strap, asunder not more than	1	4
Above where they come through the frames, there will be one bolt in each timber riveted on rings on the inside; bolts in diameter		$\frac{7}{8}$
The lower end of the aftermost strap will continue down and bolt to the stern-post; the other will continue down and bolt to the keel, to be located and arranged to conform to the plan.		
Mast-steps of the foremast and the mainmast will be of galvanized cast iron, fitted and fastened to the keelson.		
Engine keelsons of white oak, sided	1	10
Distance from center to center	4	10
thus being asunder	3	
There will be three of these keelsons in height and location as shown on the plan, to be put in after the ceiling-plank are put in.		
These keelsons will jog over the main and boiler keelsons; also over the sister keelsons; ceiling and bilge strakes to be doweled to the timbers between the main and boiler keelsons with dowels in diameter		3

	Ft.	In.
and in length		4
asunder not more than	2	0
and fastened with copper bolts in diameter		1¼
asunder not more than	3	0
riveted on rings on the outside of the frame before the bottom plank are put on; at the outer ends where the keelsons are shoal the bolts may be		1
Care must be taken that these bolts are kept clear of the holding-down bolts of the engine, the location of which will be furnished by the engineer.		
If it is necessary to make these keelsons in more than one (1) depth, in that case the pieces will be doweled to each other, with dowels in diameter		3
and in length		4
asunder not more than	3	0
There will be several keelsons of white oak for the shaft-bearings, located and in height as the engineer may desire; that for the thrust-bearing may be of live-oak.		
Boiler keelsons, on each side of the main keelson of white oak, sided		11
to be in height same as main keelson, with which it will be parallel; these keelsons will continue forward and aft until their ends become in height		6
to be in the clear from the center line	4	4
thus being asunder	8	8
to be scarphed; scarphs in length	5	0
These scarphs must not come in wake of the scarphs in the main keelson; these scarphs will be doweled and bolted through each dowel; bolts in diameter		¾
these keelsons will be doweled on alternate edges to each futtock with dowels in diameter		3
and in length		4
In wake of the boilers these keelsons will be bolted through each dowel with copper bolts in diameter		⅞
Every alternate bolt will be a through-bolt and riveted on rings on the outside of the frame before the bottom plank are put on.		
Forward and aft when these keelsons become shoaler, the bolts may be less in diameter; and where it can be done, these bolts will take the place of the outside fastening and be driven from the outside of the plank and riveted on the keelson.		
In wake of the boilers there will be an additional piece on top of these keelsons, in height sufficient to bed the boilers; these additional pieces will be doweled on alternate edges to the boiler keelsons; dowels in diameter		3
and in length		4
asunder not more than	3	0
and bolted with galvanized iron blunt bolts; bolts in diameter		¾
Care must be taken that the butts or scarphs of these upper pieces do not come over or near the scarphs in the boiler keelsons.		
Bilge-strake.—Of yellow pine, seven (7) in number, the first or lower strake being		11
below the first futtock-head and the upper strake being	1	6
above the second futtock-head.		
In thickness amidships		5½
Thinning at the ends of the vessel to		4
In width amidships		11
Narrowing at the ends to		9
These bilge-strakes will be fastened with galvanized iron bolts in diameter		⅞
There will be one (1) bolt in each frame in alternate edges of the plank, but in the middle of the timbers; these bolts will be headed before driving, and care must be taken that the holes are reamed to prevent the heads from splitting the plank when the bolts are driven home; care must be taken that the bolts do not go entirely through the timber when punched in.		
Ceiling.—Of yellow pine below from the bilge-strakes to the boiler keelson.		
In thickness amidships		4½
Thinning at the ends of the vessel to		3
In width amidships about		11
Fastened with galvanized iron blunt bolts, in diameter		9/16
driven on alternate edges of the plank, but in the middle of the timbers; all short fastenings for any inside work will be driven near the edge of the plank, but in the middle of the timbers so as not to interfere with the fastening from the outside, as all through-bolts from the outside will rivet on these plank.		
Upper-deck clamps and ceiling of yellow pine, in thickness amidships		5½
thinning at the ends of the vessel to		4
and in width amidships	10 to 11	
filling the space to the thick strakes.		
These clamps will be fastened with one (1) galvanized iron blunt bolt in each frame driven in alternate edges of the plank, but in the middle of the timbers; bolts in diameter		11/16

	Ft.	In.
To be bolted edgewise (where it can be done) in every alternate room or about	5	0
asunder with galvanized iron bolts, in diameter		$\frac{11}{16}$
keeping clear of the air-ports.		
Care will be taken that the butts of the upper strakes of clamps come in an air-port, and that no butt on the second strake comes under or near an air-port, nor on the same frame with that of an outside plank.		
These clamps will be keyed in five (5) seams with a galvanized iron key made in the form of a ×, in width or up and down		2
in length fore and aft		4
in thickness		$\frac{5}{16}$
in length in and out to conform to the thickness of the plank, to be driven on alternate edges of the plank in every alternate room, thus being on the seam asunder	10	0
Berth-deck clamps, of yellow pine. These clamps will consist of a yellow-pine strake, set with sheer of the deck on the inside of the ceiling, to be in thickness on the upper edge amidships		4
and on the lower edge		$2\frac{1}{2}$
in thickness at the ends of the vessel on the upper edge		3
and on the lower edge		2
in width		9
fastened with one (1) galvanized iron blunt bolt in every timber; bolts in diameter		$\frac{11}{16}$
and in length	1	0
Berth-deck beams of yellow pine, sided		10
molded		$8\frac{1}{2}$
to have a spring of		5
in a length of	35	0
Knees of white oak.—There will be one (1) hanging knee to each end of every beam, sided		$6\frac{1}{2}$
There will be a lodge-knee to each end of every beam, sided		6
The arms of these knees will be in length not less than	4	4
The bodies of the hanging-knees will be in length not less than	5	0
The bolts in the arms to be of galvanized iron, in diameter		$\frac{3}{4}$
not less than four (4) in number, the bodies to have not less than five (5) bolts in addition to the throat-bolt.		
The throat-bolt will be driven from the inside and be of galvanized iron, in diameter		$\frac{3}{4}$
Those through the side of the vessel will be of copper, in diameter		$\frac{3}{8}$
and to be driven from the outside of the plank, and riveted on rings on the knee.		
The lodge-knees will be fastened with galvanized iron bolts in the arms, in diameter		$\frac{3}{4}$
four (4) in number, the bodies to have one (1) bolt in each timber over which it passes, in addition to the throat-bolt. The throat-bolt will be of galvanized iron, in diameter		$\frac{3}{4}$
and will be driven from the inside. Those through the side of the vessel will be of copper, driven from the outside of the plank, and riveted on rings on the knees; bolts in diameter		$1\frac{3}{16}$
If any of these bolts come above the line of copper-fastening, they will be of galvanized iron, and will be in diameter		$\frac{3}{4}$
Where practicable, the bolts through the side of the vessel will take the place of the outside fastening.		
The arms of these knees will have two (2) dowels in the beams; dowels in diameter		$2\frac{1}{2}$
and in length		4
The bolts near the ends of the knees may be $\frac{1}{16}$ less in diameter, and the points of the knees will be fastened with spikes, or small bolts.		
Forward and aft, where a hanging-knee cannot be got under the beam, it may be placed against the side of the beam, which gives an out-square knee.		
The beams at the midship ends of the berth-deck will have a lodge-knee on both the forward and aft side. The remaining beams will have one (1) lodge-knee only—those on the forward deck, on the fore side of the beams, and those of the after-deck, on the after side of the beams.		
Stanchions under the beams forward of white oak, square		6
and aft in two (2) rows, fore and aft		5
and athwartships		4
Those under the mizzen-mast will be		6x4
Mizzen-steps.—On the berth-deck there will be an additional beam of yellow pine under the mast, molded amidships		$9\frac{1}{2}$
and at the ends		$8\frac{1}{2}$

	Ft.	In.
ll be of live-oak, sufficient in length to reach three (3) beams; in width,	1	4
epth		10
ow the tops of the beams		1½
ecting above the deck		5½
gth of	4	
in down to the thickness of the deck-plank, bolted through the beams		
nized iron bolts, in diameter		11/16
ewise with bolts, in diameter		11/16
fore and aft pieces, in three (3) ranges of yellow pine, sided		6½
ded		6½
ellow pine. There will be one (1) ledge between every two (2) beams,		
		6½
lded		5½
foremast of yellow pine, in thickness		7
width		10
s to admit of a wedge of		4
lodge and lap knees of white oak, sided		5½
th galvanized iron bolts, in diameter		11/16
d head-ledges of white oak, in height above deck		4
epth being	1	2
		10
of		7
for the deck		3½
in		1
hickness on top		5
.—First sided		6½
ck chined in		1
hickness on top of		5
to be doweled to the beams, with three (3) dowels in each beam;		
diameter		2½
ength		4
ith galvanized iron bolts, in diameter		11/16
to be 1 inch less in thickness than the hatches. Those over the mag-		
shell room to be bolted with copper.		
of yellow pine, in depth		8
n width		7
thickness		3
n thickness		3
ge to be chined on		2½
ight from the chine on the deck-edge to the side edge.		
each beam with galvanized iron bolts, in diameter		¾
ween the beams, through the knees, into clamps, with one (1) gal-		
ed iron bolt, in diameter		¾
ed to the side in the upper edge with galvanized iron bolts, in diameter.		⅝
in every frame, or asunder about	2	6
to be driven square with the face of the water-way.		
lank.—Forward of yellow pine; aft of white pine, in thickness		3
ward		7
		6
th two (2) galvanized iron spikes in each beam; spike in length		7
(1) spike in each ledge, in length		6
kes to be plugged.		
e clear under the beams	5	10
eams—of yellow pine, sided	1	1
parallel; those over the engine and boilers to mold		11½
r the berth-deck forward and aft, to mold		11
ring of		5
gth of	35	0
beams of the fore and main masts and the forward and after beams of		
ne and boiler hatches will side	1	2
he foremast and abaft the mizzen-mast, the beams will side	1	0
to the clamps		1
l aft where the beams mold less, the clamp will be kept up for this		
		1
ite oak.—There will be a hanging knee to each end of every beam, and		
the beams there will be a lodge and lap knee.		
ees will side		7½
ap knees will side		7
gth not less than	4	6

	Ft.	In.
and will be doweled to the beams with three (3) dowels, in diameter		2½
and in length		4
The body of the hanging knee to reach the berth-deck water-way.		
Forward and aft these hanging knees may be slightly angled so as to give a more out square knee.		
Toward the ends of the vessel the knees may side		½
less, and the length of the arms may be reduced to	4	0
Bolts of galvanized iron, those in the lodge and lap knees to be in diameter		13/16
and in the hanging knees		11/16
There will be not less than four (4) bolts in the arms of the lodge and lap knees, and in the bodies one (1) in every timber over which they pass, and not less in number than in the arms.		
The arms of the hanging knees to have not less than five (5) bolts and in the body not less than six (6) in addition to the throat-bolt; forward and aft where the knees side less, the bolts may be 1/16 inch less in diameter, the bolts in the ends of the knees may be ⅛ inch less, and the points of the knees will be fastened with small galvanized bolts or spikes; the bolts in the bodies of the knees will be driven from the outside of the plank and riveted on the knees, taking the place of the outside fastening.		
Stanchions—under the upper deck beam, of yellow pine or locust, in diameter		6
To have galvanized cast-iron caps and shoes.		
The partner beams to be bolted through these stanchions to the deck below, with galvanized iron bolts, in diameter		1⅛
set up with plate and nut on lower side of berth-deck beam.		
Stanchions in engine and boiler room—to be of galvanized iron, in diameter		3
To be well secured to the beams and keelson, particularly those to the partner beams.		
Mast partners of live-oak, to the fore and main mast, in width		10
in thickness		9½
The mizzen partners in width		9½
and in thickness		9
The fore and main to be kneed with lodge and lap knees of white oak, sided		7
bolted with galvanized iron bolts, in diameter		13/16
to the mizzen the knees will side		6½
and bolted with copper bolts, in diameter		13/16
Carlings or fore and aft pieces—of yellow pine, sided		7
Molded or in depth		7½
In three (3) ranges.		
Ledges—of yellow pine, sided		7
Molded or in depth		6½
There will be one (1) ledge between every two (2) beams.		
Boiler hatch—The fore and aft pieces forming the boiler hatch of yellow pine, sided.	1	0
Molded or in depth		10
Kneed at the ends on the outside with lodge knees of white oak, sided		6½
and fastened with galvanized iron bolts, in diameter		13/16
The half beams will be kneed to these fore and aft pieces with lodge and lap knees of white oak, sided		6
fastened with galvanized iron bolts, in diameter		11/16
and at the side of the vessel will be kneed as the other beams.		
Half beams—will side	1	1
and molded at the side of the vessel		10½
The half beams will mold at the fore and aft pieces		9
Engine hatch.—The fore and aft pieces and framing to be the same as the boiler hatch, including the half beams.		
Hatches—will be first formed by a fore and aft piece of yellow pine, sided or in width		10
molded or in depth		9
All the deck framing to be let down with a double jog, each in depth		¾
Coamings and head ledges—of white oak, sided		6½
molded or in depth		6
Dressed straight on top from the deck-edge to the inner upper corner, and after the iron coaming is put on, to be cooved out from the angle-iron to finish fair with the top of the deck-plank.		
These coamings and head ledges to be doweled to the beams and fore and aft pieces; dowels in diameter		2½
And in length		4
asunder not more than	1	8
and bolted through each dowel with galvanized iron bolts in diameter		⅝
Riveted on rings on the under side of the beams and fore and aft pieces.		

	Ft.	In.
— The coaming will be of plate-iron, in height above the deck when		
.....	2	6
ickness.....		$\frac{1}{4}$
and engine-hatches will be in height.....	2	6
ckness.....		$\frac{5}{16}$
›remast the hatches may be in height.....	1	6
›ill continue down to within.....		2
tom of the beam, about.....		$1\frac{1}{2}$
ower edge, will be fastened to the beams and fore and aft pieces with		
zed iron screw-bolts in diameter.....		$\frac{9}{16}$
ngth.....		5
ot more than.....	1	0
of the hatches there will be riveted an angle-iron.....	2 by 2	
›ss.....		$\frac{3}{8}$
neter.....		$\frac{5}{8}$
ot more than.....		3
›, and faying close on the top of the oak coaming, there will be an		
-		
ıatch.....		2
e oak coaming.....		3
ckness.....		$\frac{3}{8}$
› coaming; rivets in diameter.....		$\frac{5}{8}$
more than.....		3
through the oak coaming and beams with galvanized iron bolts, in		
.....		$\frac{5}{8}$
more than.....		10
ıgs on the lower side of the beams and fore and aft pieces.		
hese plates there will be riveted an iron capping, forming a rabbet for		
and hatches, riveting to be flush inside and out, all to conform to the		
ter-ways of yellow pine, sided or in depth.....		$10\frac{1}{2}$
n breadth.....		11
ı thickness.....		4
n thickness.....		6
the beams.....		2
ge to be chined on.....		2
ht from the chine on the deck-edge to the side-edge.		
hed and not butted; scarphs in length.....	5	0
through the beams and between the beams through the knees into the		
h galvanized iron bolts, in diameter.....		
of yellow pine, two (2) in number—		
lships.....		9
ckness.....		6
the beams.....		2
›et taken out of the corners of the beams on the beams.....		1
beams the plank will cut out.....	1	0
pth.....		2
edge.....		1
f the plank, and.....		1
edge.....		
›ill be bolted to the beams with two (2) galvanized iron bolts in each		
in diameter.....		$\frac{5}{8}$
ıgth.....		9
l, and will be fastened to the ledges with one (1) galvanized iron		
h plank; spike in length.....		8
rakes will be bolted through the side of the vessel with two (2) gal-		
ı bolts between every two (2) beams; bolts in diameter.....		$\frac{15}{16}$
he outside of the plank and riveted on the inner edge of the thick		
› the running plank of the deck.		
ınk of yellow pine, in thickness when planed off.....		4
to exceed.....		7
alvanized, in length in the beams.....		8
› ledges.....		7
taken that these spikes are not driven in a line with each other, but		
e staggered in the ledges.		
l; all fastenings within.....	8	0
ıcle to be of copper or composition.		
white oak, in thickness.....		4
he ends of the vessel to.....		$3\frac{1}{2}$

F

In two (2) strakes in width sufficient to fill the space from top of water-way to port-sill.
First fastened with one (1) galvanized iron bolt in each timber; diameter of bolt.....
The outside fastening will come through and rivet on these plank.
Battery plank.—Inside between the upper strake of spirketing and under side of rail, of white oak.
In thickness at the spirketing.....
and at the rail.....
and in width not over.....
or to fill the space with six (6) strakes, fastened with galvanized iron bolts, in diameter.....
The through-bolts from the outside will rivet on these plank.
Care must be taken that this fastening is kept clear of the gun-tackle and breaching-bolts.
In the strake of battery-plank that comes below the rail or upper strake, there will be in every room a ventilating-valve of approved pattern. In rooms that have fillings or other obstructions these valves may be omitted.
Rail of yellow pine, in thickness .....
and in width..... 1
To be set with the round of the beam, the lower side being above the port-sill.. 3
To be scarphed; scarphs in length..... 6
To be hooked; hooks.....
One (1) timber of each frame will tenon into the rail, in depth.....
in length, or fore and aft.....
Athwartships the full size of the timber, to be bolted to each timber with galvanized iron bolts, in diameter.....
and in length .....
To be driven at opposite angles to each other.
Top-gallant forecastle and poop-deck clamps, of white oak, in thickness.....
In number, two (2) strakes, the upper edge being in height above upper deck 6
Beams of yellow pine, sided.....
Molded at center .....
and at the ends .....
To jog into the clamps.....
To have a spring of.....
in a length of..... 31
The grub or beam at the after end of the top-gallant forecastle and fore end of the poop-deck will side.....
and mold at center.....
and at the ends .....
This beam will be chined on to receive the deck-plank .....
and will from thence coove out .....
and show a thickness on top of.....
Partners to the fore and mizzen masts of yellow pine in width .....
and in depth.....
Kneed with lodge and lap knees of white oak, sided.....
Framed to take a white-pine wedge.....
The partners to the foremast to be fastened with galvanized iron bolts, in diameter.
and to the mizzen-mast with copper bolts, in diameter.....
Mast-coamings to project above deck.....
and show a thickness on top when finished.....
To be fitted with galvanized iron band and composition ring similar to those on the deck below.
Stanchions under the top-gallant forecastle, of galvanized iron pipe, in diameter...
To have galvanized iron caps and shoes. Through these stanchions there will be a galvanized iron bolt, in diameter.....
Driven from the top of the beam and set upon the under side of the upper deck beam.
The stanchions under the poop-deck in the cabin will be in two (2) rows and behind the bulk-head.
Knees.—Each end of every beam will have a lodge knee of white oak sided.....
Arms in length 3
And hanging knee of galvanized iron, arms in length not less than 3
Bolted with galvanized iron bolts, in diameter ..... ⅝ 1
Coamings of hatches and sky-lights of white oak, in height above deck .....
and have a thickness on top of.....
Those to the sky-lights to be rabbeted on the outside to receive the hoods.
Deck-plank, top-gallant forecastle, of yellow pine, in thickness .....

	Ft.	In.
›oop-deck, white pine, in thickness		3
·idth not more than		5
›d with galvanized iron spikes, in length		6½
·d.		
›f white oak, in thickness		4
·idth	1	1
ıtside		¾
e chined on the inner edge		1
ater-way.		
the timbers will tenon into the plank-sheer, and the plank-sheer will		
d; scarphs in length	5	0
›e hooked		2
to be fastened with galvanized iron bolts through the knees into the		
olts in diameter		⅝
› the heads of the timbers with galvanized iron bolts, in diameter		15/16
›posite angles to each other.		
on upper deck to be formed by letting down between the beams a cen-		
f live-oak, in width	1	4
rn between the beams		6½
›ecting above the deck		2
epth being		1½
e of this center-piece there will be two (2) pieces of yellow pine, in		
ı		10
.ece will be rabbeted on the outside to receive the ledge		2
›ects the same as the center-piece, to be fastened to the beams with gal-		
on bolts, in diameter		⅝
wartships with galvanized iron bolts in diameter		15/16
pstan is set, these pieces will be dressed down to show a thickness		
k of		¾
corners will be neatly rounded.		
apstan is used, in that case there will be an additional piece of live-oak,		
	1	4
› under the beam to meet the upper piece, having a lip under the		
		3
baft the capstan will be bolted through the stanchion to the deck below		
lvanized iron bolt, in diameter		1¼
under side of berth-deck beam.		
ıgs of white oak, in height above deck		7
ed round on the outside and show a thickness on top of		4½
ners of the wedges.		
g to the fore and main masts will have a galvanized iron hoop or band		
ı their upper edge, for which they will be properly rabbeted. Hoop or		
·idth		2½
hickness		5/16
ıing to the mizzen-mast there will be a composition ring let in on top, in		
		2¼
thickness		5/16
lge being fair with the outer edge of the coaming, to be fastened with		
on screws.		
-To be of cast iron, galvanized, if it can be done; bitts in diameter	1	2
›se bitts will be formed by letting down between the beams a piece of		
in width	1	5
wn between the beams		6
cting above the deck		2
lepth being	1	0
the beams there will be a similar piece of live-oak let up between the		
meet this upper piece; this lower piece will have a lip under the beam of		2½
bolted through the beams with galvanized iron bolts, in diameter		11/16
on rings on the lower side. The cable bitts will be secured to these live-		
›ieces with galvanized iron bolts, in diameter		1 1/16
on galvanized iron plates let in athwartships on the lower side; plates		
idth		2¾
in thickness		5/16
length sufficient to take two (2) bolts; the beam abaft the cable bitts		
be bolted through the stanchion to the deck below with a galvanized		
bolt, in diameter		1¼
on the lower side of the berth-deck beam.		
›er *bolts.*—There will be three (3) deck stopper bolts forward of the cable		
d one (1) in every beam *between the bitts* and the deck pipe to range		
outside of the bitts; bolts of galvanized iron, in diameter		1 5/16

	Ft.	In.
Diameter of ring in the clear		5
Riveted on plates on the under side of the beam.		
Chain stopper beds.—Forward near the manger there will be a bed of live-oak, projecting above the deck		5
In other respects formed as that for the cable bitts, sufficient in width to take the stopper; the center of these stopper beds will be on a line from the center of the forward hawse hole to the outside of the cable bitts.		
Chain and deck pipes.—At each chain pipe there will be let down between the beams two (2) fore and aft pieces of yellow pine in width each	1	0
Through these fore and aft pieces the chain pipes will be cut; to be fastened through the beams with two (2) galvanized iron bolts, in diameter		$\frac{9}{16}$
riveted on the lower side of the beams and bolted athwartships with two (2) galvanized iron bolts, in diameter		$\frac{3}{4}$
Bowsprit bitts of white oak, sided		8
Molded or fore and aft		10
To continue above the top-gallant forecastle deck	3	0
There will be a cavil above the top-gallant forecastle.		
The upper ends of these bitts will be finished timber-head fashion.		
Top-sail sheet bitts to the fore and main mast.		
To be of locust, square		9
Those to the foremast to continue down and bolt to the deck beam below, tapering so that at the deck they will be square		5
To be in height above the top-gallant forecastle	4	0
Bolted to the top-gallant forecastle deck beam with galvanized iron bolts, in diameter		$\frac{3}{4}$
To have two (2) bolts in each.		
Top-sail sheet bitts to the mainmast will not run below, but will be secured to the main deck beams; in other respects the same as those to the foremast.		
Towing bitts aft near the mizzen-mast of galvanized cast iron in diameter		10
These bitts will be located as shown upon the plan—if within	8	0
of the binnacle, they will be of composition.		
Fife-rails.—There will be a fife-rail and stanchions to the fore and main masts		$7\frac{1}{2}$
Stanchions to be square at the deck		
To have two (2) sheaves in each stanchion.		
Rail to be of white oak, in thickness		$4\frac{1}{2}$
and in width		$9\frac{1}{2}$
and in height above deck	3	6
Between the stanchions there will be a galvanized iron rod, in diameter		$1\frac{1}{2}$
fitted with thimble for leading blocks.		
There will be a composition band and belaying-pins on the mizzen-mast.		
Pin-rails.—In wake of the rigging there will be a pin-rail between the ports, of white oak, in thickness at the side of the vessel		5
and on the front edge		4
In height above the deck about	4	0
Bolted through the side of the vessel with galvanized iron bolts, in diameter		$\frac{3}{4}$
On the top-gallant forecastle and poop decks, the pin-rail will be fitted with locust stanchions secured to the deck and fitted with rods for leading-blocks, similar to the fife-rail stanchions.		
Garboard strake.—Of white oak, in thickness next the keel		6
The second strake sufficient in thickness to fall in fair with the running-plank of the bottom, in width amidships about	1	0
To be square fastened—that is, every timber to have one (1) through bolt and one (1) short bolt; bolts of copper, in diameter		$\frac{3}{4}$
The through bolts that come through the sister keelsons will be in diameter		1
and will take the place of the through bolt of the garboard strake.		
The rabbet on the keel will be		3
Bottom plank, of white oak, in thickness when dubbed off		4
Wales of white oak, the thickest plank being		5
Being the three (3) strakes below and the four (4) strakes above the	12	0
water-line, thence falling in fair with the bottom plank and upward to the port sill to		4
The first six (6) strakes below the port sill will be		1
thicker and jog that much between the timbers, for which the edges of the timbers will be carefully trimmed but not rabbeted.		
Between the first (1st) and second (2d) futtock-heads there will be two (2) strakes		1
thicker and jog that much between the frames in a similar manner.		
The outside plank will be hollowed out on the inside to fit the timbers, and the timbers of the frame will not be dubbed straight for the plank.		

	Ft.	In.
The wales will be in width amidships		8
The plank will increase gradually in width, not exceeding	1	0
The plank under the bottom and subject to compression may be in length from 35 0 to	40	0
But the wales, clamps, and spirketing subject to extension must be the longest plank and will be in length from 40 0 to	50	0
Bulwarks outside.—For the length of the top-gallant forecastle and pook decks of white oak, in thickness at port-sill		3
and at the rail		2½
In working these plank they will be first fastened with galvanized iron spikes, in length		6
afterward fastened with two (2) galvanized iron bolts in each frame, bolts in diameter	⅝ and	9/16
riveted on rings on the inside.		
Between the top-gallart forecastle and the poop-deck the bulwarks outside will be of yellow pine of same thickness and fastened in same manner.		
Forward and around the stern the bulwarks or plank above the rail will be of white oak, in thickness		2½
fastened the same as the bulwarks below.		
Fastening outside.—The copper fastening will extend from below to	13	6
above the base line amidships and will sheer up forward to	14	3
and aft to	14	9
above the base-line, above which it will be of galvanized iron, except the counter immediately over the propeller, which will be copper fastened to the upper deck.		
All the outside plank below the port-sill will be square-fastened, that is, there will be two (2) through bolts and two (2) short fastenings in each frame.		
The copper through bolts will be in diameter		¾
and the short fastenings		11/16
The galvanized through bolts will be in diameter		15/16
and the short fastenings		⅝
The length of the short fastenings will be about twice and one-third (⅓) the thickness of the plank through which it is driven, but in no case are these bolts to be longer than within		1
of going through the timber.		
Whenever a knee-bolt, water-way bolt, hook-bolt, keelson, or any other through bolt, will take its place, the fastening outside will be omitted.		
In the frame next on each side on which the strake butts in lieu of one (1) of the short fastenings in the timber nearest the butt there will be a through bolt.		
The hood end bolts when they can be got through, will be driven from alternate sides and riveted on rings; when they cannot be got through they will be in length.		10
Where the planks are reduced to six (6) inches in width the fastenings will be double and single, a short bolt in every frame, the through bolts being placed on alternate edges. The heads of all bolts driven from the outside will be carefully trimmed, and driven home with a swedge or punch so as not bruise the plank, and the heads will not be plugged.		
Water-tight bulkheads will be built of white pine, in two (2) thicknesses, each thickness to be		2
tongued and grooved, supported by stanchions on the after side.		
Decks in the hold, of white pine, in thickness		3
located to conform to the plan.		
Store-room decks aft on each side of the shaft-alley		
Beams of yellow pine sided		5
and molded		5
Deck plank of white pine, in thickness		2½
in width not over		7
fastened with galvanized iron spikes, in length		5½
not to be plugged.		
Shaft-alley.—To be built as shown on the plan.		
The magazine and shell-room floors to be battoned up so that water will not lay on them. The bolts and spikes used in the magazine and shell rooms will be of copper or composition, and not of iron.		
Cut-heads, to be of iron, in width when finished		10
and in depth at outer end		11
To be formed of plate iron, in thickness		½
Cutwater.—Of white oak, sided so that the front-edge may be in thickness		3
Falling in at the water-line to		3½
The main piece will run up and form the buck of the lacing, and to which the head-rails will be fastened by a galvanized iron knee, connecting them together.		

	Ft.	In.
The body of the lacing-knee will run down the stem, and the arm out under the bowsprit. Between this knee and the main piece the filling-in pieces will be worked. If the main piece is not of sufficient breadth to receive the fore end of the lower cheek, a piece will be fayed on its fore side. The several pieces forming the cutwater will be grooved and have a tongue of yellow pine inserted. It will be doweled to the stem with dowels in diameter		3
and in length		4
asunder not more than	1	8
The gripe will be scarphed on the lower end of the main piece.		
The upper bolts will be galvanized iron, in diameter	1	$\frac{5}{16}$
The remaining bolts will be in diameter	1	$\frac{3}{16}$
The copper bolts will be in diameter		$1\frac{1}{4}$
The bolts must be laid off and bored through the separate pieces, so that there may be no no bad holes.		
Cheeks.—Of white oak, sided		$5\frac{1}{2}$
Bolts in diameter		$\frac{3}{4}$
To be galvanized iron.		
The space between the upper and main head-rails will be planked fore and aft, and *not* staved up. The plank to be tongued and grooved. Plank in thickness		$1\frac{1}{4}$
and in width to correspond with the plank between the top-gallant forecastle plank-sheer and the main-rail.		
Quarter galleries —Rims of white oak, to be fitted with bath tubs and water-closets to conform to the plan.		
Channels.—Of white oak, placed at the second strake below the main rail.		
In thickness next the side of the ship		$4\frac{1}{2}$
and at the outer edge		$3\frac{3}{4}$
In width about	1	8
To be made in two (2) widths, doweled to each other, dowels in diameter		$2\frac{1}{2}$
and in length		4
Bolted through the side of the ship at each frame with galvanized iron bolts in diameter		$1\frac{3}{16}$
Channel-stays.—To be galvanized. There will be two (2) channel-stays to the short lengths, and three (3) to the long lengths, to have an eye in the upper end and ring-bolts in the lower ends. There will be galvanized iron knees under the channels, in number same as channel-stays.		
Chains.—Chain-plates of flat iron, galvanized. Fore and main plates in width		$2\frac{1}{4}$
and in thickness		$\frac{3}{4}$
Mizzen-chain plates in width		$2\frac{1}{4}$
and in thickness		$\frac{11}{16}$
The upper end of these chain-plates so formed that the dead-eyes may shackle to them. In wake of the holes for the chain-bolts the plates will be swelled sufficient to retain their strength, and the edges of the plates will be neatly chamfered or rounded.		
The fore and main chain-bolts in diameter		$1\frac{1}{4}$
Mizzen chain-bolts in diameter		$1\frac{1}{8}$
Fore and main preventer-bolts in diameter		$1\frac{1}{8}$
Mizzen preventer-bolts in diameter		1
Every other chain-bolt will be a ring-bolt Diameter of ring in the clear		$4\frac{1}{2}$
Size of iron for ring, fore and main		$1\frac{1}{8}$
and for the mizzen		1
All of the above iron-work to be galvanized.		
Pumps.—Of composition. Diameter of chambers		9
The force-pumps to be fitted to work on the berth and gun decks. The pipes for the head, channel, and other pumps will lead inside to cocks, through the bottom below the water-line. The holes for these pipes will be cut in the joints of the frame, and not in the room or space between the frame.		
Scuppers.—Several on each side, located as shown on the plan; in size in the clear fore and aft		8
and up and down		4
In the clear, when finished, to be fitted with composition valves on the outside, to be kept clear of the guns and air-ports. There will be scuppers on the top-gallant forecastle and poop-decks; also in the manger and head.		
Port shutters.—To be made in two (2) thicknesses, the lower halves to be hinged to the port-sill. The shutters to the bridal-port to be of oak, also those of the stern-ports.		
Hammock-rail of yellow pine, in depth		4
and in thickness		3
To finish fair with the top-gallant forecastle and poop-deck plank-sheers.		

	Ft.	In.
The hammock-stanchions will be of iron, galvanized. The hammock-nettings will be of white pine, in thickness		1
fastened with galvanized iron nails.		
Hawse-holes.—Diameter of the forward holes, in the clear		10½
and the after one		10½
Stanchions on top-gallant forecastle, of galvanized iron; height above deck	3	
Through the upper ends of these stanchions there will be a life-line of galvanized iron chain		$\frac{3}{16}$
On the after-end of the deck the stanchions will be fitted with galvanized hand-rail of gas-pipe, in diameter		1¼
On the poop-deck there will be a similar hand-rail, and stanchions all round the portion on the fore-end of the poop-deck will be of composition.		
Ladder and gratings.—There will be sea-steps and side-ladders on each side of the vessel, fitted with galvanized iron stanchions and hand-rails.		
The sky-lights will be provided with composition-wire gratings.		
The hatches will be fitted with white-ash gratings, and close hatches where necessary.		
Ladders will be of white ash.		
The hatches and scuttles to be fitted with galvanized iron flush-rings.		
Those to the magazine and shell-rooms to be of copper or composition.		
Scuttles, for passing coal to the bunkers, will be cut and fitted to conform to the plan, and will be of cast iron, galvanized, in diameter in the clear	1	4
Planing and molding.—All work exposed to the weather will be planed smooth, and the bottom will be planed fair, before the copper is put on.		
The inside work will be planed, including the berth-deck.		
The lower corners of all beams framing.		
The projection at the spirketing will be rounded, and there will be *no* molding in any part except the main rail.		
All the deck-framing will be let into the beams and into each other with a double jog.		
The upper ends of all athwartship bulkheads, boards, or plank will be rounded, the radius being the length of the board. When the athwartship bulkhead comes under a beam, the bulkhead-strip on beam will be omitted in the doorway.		
The center-pieces in the hatches on which the gratings lay must be placed in the direction of the ladders, so as not to interfere with the head-room in passing up or down.		
Calking.—The wales and the bottom plank will be calked solid and home to the timbers, the upper deck with not less than three (3) threads, and the berth-deck with not less than two (2) threads for the first calking. The bulwarks, poop-deck, and topgallant forecastle in proper proportion. All the seams to be payed with pitch, and scraped clean, except outside above the copper, and inside above the upper deck and the poop-deck and the decks in the cabin and ward-room, which will be payed with three (3) coats of white lead, before the vessel is painted; and when painted, the seams will have an additional coat of paint.		
Annealing and galvanizing.—It is to be particularly observed that all ring and eye bolts are to be carefully annealed after they are made, and all iron-work, of whatsoever kind, is to be galvanized, if it can be done, including the gun-tackle and breaching-bolts, which are to be made and put in to conform to the ordnance manual.		
Coppering.—The copper will be 30 and 32 ounce, the upper edge being above the base-line amidships	12	
sheering up at the forward perpendicular to	13	
and at the after perpendicular to	14	
There will be a composition casting on the front of the gripe and cutwater, continuing from	3	
under the keel to	3	
above the coppering-line on the cutwater. In thickness on the front, at the water-line		
extending back on the gripe sufficient to get good fastening, the after-edge being in thickness		$\frac{5}{16}$
Air-ports.—One in each state-room, and several on each side on the berth-deck, also under the top-gallant forecastle and poop-deck, located as shown on the plan.		
Ventilating-pipes.—There will be a ventilating-pipe leading from the after-end of the shaft-alley to the poop-deck; also forward there will be a ventilating-pipe leading from the fore-end of the berth to the top-gallant forecastle.		
Steering-wheel of locust and mahogany, the spindle to be of copper or composition.		
Magazine and shell-room to be of seasoned white-pine, to be calked and made tight, then lined with lead and fitted as the Ordnance Bureau may direct.		
Cabin bulkheads, &c., of seasoned white pine, to be fitted to conform to the plan,		

Ft. In.

with state-rooms, clothes-lockers, berths, coat and hat hooks, stationary wash-stands, cot-hooks, venetian blinds for windows and doors, glazed sash in doors, windows, ports, and skylights, glass to be best clear double-thick white glass.

Wardroom bulkheads, of seasoned white pine, fitted with berths, lockers, shelves, coat and hat hooks, venetian blinds to the doors and bulkhead openings; pantry fitted with hooks, shelves, and other conveniences, all to conform to the plan.

Steerage and warrant officers' quarters, of seasoned white pine, to be fitted to conform to the plan—fitted with berths, lockers, shelves, &c., similar to the ward-room.

Berth-deck.—Hammock-hooks of galvanized iron to be placed for as many men as can be hung on the berth-deck and under the top-gallant forecastle.

Sail and bread rooms.—The sail-rooms and bread-rooms to be lined with tin; the sail-rooms to have a white-pine grating on the deck, and white-pine slats on its sides to prevent the sails from coming in contact with the tin. The store rooms and dispensary to be fitted according to naval usage.

Chain and shot lockers, of white pine, in thickness..... 3

The bottoms to be made tight. Galvanized iron bolts for securing the chains, to be properly placed.

Galley-platform to be leaded, and beams and parts exposed to the action of the fire to be protected by tin, properly furred off; steam-gratings to be fitted and the galley properly secured.

Water-closets to be provided for the ward-room and steerage as shown on the plan, to be properly fitted with water-tanks, China basins, de.ivering-pipes, &c., and arranged that they may be readily cleared.

Head.—The head to be fitted with three (3) or four (4) seats on each side. There will be a head-pump properly fitted on each side of the bowsprit.

Companionways to be fitted with suitable canopies, those to the wardroom and steerage to be of composition; the remaining ones to be of iron, galvanized.

Masts and spars to be bark-rigged, the spars of the material usual in naval vessels; to be properly fitted with iron-work, all iron-work to be galvanized; all to conform to the plan.

All work to be done in a complete and workman-like manner, and to conform to the plans and specifications, and any omissions in these specifications will *not* relieve the party of the first part in this contract from furnishing the labor necessary to complete it. In any omission of detail, the vessels building in the navy-yard will be the guide

Navy Department, Bureau Construction and Repair, July 1, 1873.

I. HANSCOM,
Chief of Bureau.

N. B.—Spars will not be included in above. Per order chief of bureau, July 22.

I certify the foregoing specifications to be a correct copy of the original.

J. W. EASBY, *N. C.*

Navy-yard, Boston, *April* 4, 1876.

Mr. Donald McKay's contract to complete the Adams and Essex.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, April 17, 1875.

SIR: Your two propositions of the 12th instant, as this day verbally modified by you, to complete the United States sloops of war Adams and Essex in all respects ready for sea-service, have been considered by the bureau and accepted under the following conditions, viz:

That you are to furnish all the labor of every description required to be done under this bureau; for completing the Adams, and embracing labor on the outfits of the vessel, including miscellaneous labor for stores, &c., labor on masts and spars (including boat-spars) on seven (7) boats, one of which is to be a steam-cutter, and on furniture. Also that you are, in like manner, to furnish all the labor required to be done under this bureau for completing the Essex, embracing therein the labor necessary to complete the hull and outfits, including miscellaneous labor for stores, &c., also the labor required in making the masts and spars, (including boat-spars,) and in completing the furniture; it being understood that the work to be done by you is to be in accordance with the plans of the vessels now in the Boston navy-yard, (and that shaving of bitts and sheet-chocks and all other work usually done by block-makers to hull and spars is to be done by the Government as required and at its expense; also

that all work on tanks and casks for either vessel, except transporting and storing same, and all work on boats of the Essex, is to be in like manner done by the Government;) but taking boats for both vessels from the boat-house alongside, hoisting them on board and properly storing them, is to be done by you, also hoisting on board and setting bowsprit and lower masts.

It is further understood that in doing the work above mentioned you are to be allowed the necessary facilities of the Boston yard, as, for example, use of dry-dock, proper shed-room, and use of necessary purchases, also use of tools in shops, &c., and further that all the materials for doing the work are to be furnished by the Government and delivered to you at the store-houses and receipted for. No responsibility in providing watchmen for the vessels while the work is being done is to be assumed by you.

And it is further mutually understood that the work shall be done in the best manner, equal in all respects to any done upon vessels built in United States navy-yards by day's work, and shall be completed to the satisfaction of the superintending naval or assistant naval constructor, (who shall have full power to reject any bad or imperfect work in any stage of its progress,) and of the bureau.

And for the work above named or referred to for completing the Adams ready for sea-service, so far as this bureau is concerned, the bureau will pay to you the sum of $25,000, and for completing the Essex in like manner the sum of $46,000. Payment for the work on the Adams to be made in five and for the work on the Essex in nine equal installments, to be made, as the work progresses, on bills in triplicate, certified by the superintending naval or assistant naval constructor that the work has sufficiently progressed to entitle you to the payment named, and that it is in all respects satisfactory.

The fifth or final payment for work on the Adams, and the ninth or final payment for the work on the Essex, will not be made until the vessel is completed and accepted, and certificate furnished of that fact and that no other work remains to be done by you thereon; and it is by your acceptance of the terms proposed in this letter considered as distinctly understood that you are to make no claim at any time founded on delay of the Government in doing its portion of the work, or in furnishing the required materials; and that if such a claim should be presented it will not be considered or paid, but that the maximum amount to be paid under any and all circumstances for doing the work mentioned is, for the Adams the sum of $25,000, and for the Essex the sum of $46,000, as hereinbefore mentioned.

Please signify in writing your acceptance of this proposition, and your willingness to proceed with the work upon the vessels named upon the within-mentioned terms.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY, Esq.,
East Boston, Mass.

Copy of all correspondence on file in commandant's office, navy-yard, Boston, Mass., in relation to construction and completion of the United States sloops of war Adams and Essex.

BUREAU OF CONSTRUCTION, &C.,
July 10, 1873.

SIR: By this day's mail you will receive plans and specifications of a sloop of war, to be exhibited to bidders in accordance with the terms of the advertisement of the 21st ultimo.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. G. PARROTT, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

WASHINGTON, D. C., *September* 9, 1873.

SIR: Please order such a board of naval officers as you think proper, and inquire as to the facilities, capability, and securities of Donald McKay for building a steam sloop of war of six hundred and forty tons for the Government. This order will be put in an official form in due time.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. G. PARROTT, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, September 11, 1873.

GENTLEMEN: You are hereby appointed a board to inquire as to the facilities, capability, and securities of Mr. Donald McKay for building a steam sloop of war of six hundred and forty tons for the Government.

Very respectfully,

E. G. PARROTT,
Commandant.

Chief Engineer B. F. GARVIN, U. S. N.,
Captain S. B. LUCE, U. S. N.,
Naval Constructor S. H. POOK, U. S. N.,
Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, September 13, 1873.

SIR: I forward herewith the report of the board of officers ordered to inquire as to the facilities, capability, and securities of Mr. Donald McKay for building a steam sloop of war of six hundred and forty tons for the Government, as directed by bureau's letter of the 9th instant.

Very respectfully,

E. G. PARROTT,
Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, &c., Washington, D. C.

NAVY-YARD, BOSTON,
Naval Constructor's Office, September 11, 1873.

SIR: In compliance with your order to "inquire as to the facilities, capability, and securities of Mr. Donald McKay for building a steam sloop of war of 640 tons for the Government, we would respectfully report that we have attended to that duty, and beg leave to state that, in our opinion, he has all the facilities, capability, and securities which would be required for the building of a steam sloop of war of 640 tons for the Government.

Very respectfully,

BENJAMIN F. GARVIN,
Chief Engineer, United States Navy.
S. B. LUCE,
Captain, United States Navy.
SAM'L H. POOK,
Naval Constructor.

Commodore E. G. PARROTT, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

MEMORANDUM.

Mr. McKay offers the following names as security, viz:

George B. Upton	$250,000 to $300,000
John Trickey	200,000 to 300,000
George S. Young	50,000
S. H. Munson	1,000,000
N. C. Munson	1,000,000

BUREAU OF CONSTRUCTION, &c.,
November 1, 1873.

SIR: The commandant of the Portsmouth yard has been requested to send to the yard under your command the molds and bevelings for getting out the frame of the new sloop of war of 640 tons, building at that yard; and you will please direct that the frame of the new sloop of war to be built under contract with Mr. Donald McKay, be got out by these molds and bevelings.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore EDWARD T. NICHOLS, U S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, April 20, 1874.

SIR: Referring to bureau's letter of November 1, 1873, the naval constructor reports that the frame for the sloop of war now building at East Boston is completed, and has been delivered to Mr. Donald McKay.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I HANSCOM, U. S. N.,
Chief of Bureau of Construction, &c., Washington, D. C.

BUREAU OF CONSTRUCTION, &c.,
January 30, 1874.

SIR: Please have the frame of live-oak for the 640 tons vessel, contracted for by Mr. Donald McKay, delivered to him without delay, keeping those men employed for that purpose at work without suspension.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Constructor, Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 20, 1874.

COMMODORE: Referring to the bureau letter of November 1, 1873, I would respectfully report that the frame for the sloop of war now building at East Boston is completed, and has been delivered to Mr. Donald McKay.

Very respectfully,

SAML. H. POOK,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[Telegram.]

WASHINGTON, D. C.

Commodore E. T. NICHOLS, *Commandant Navy-Yard, Charleston, Mass.:*

Put bridge on Franklin, if no delay. Deliver D. McKay keel-pieces, who will return timber for same.

I. HANSCOM,
Chief of Bureau.

BUREAU OF CONSTRUCTION,
January 7, 1874.

SIR: Inclosed please find a copy of a contract with Donald McKay, of Boston, for building a steam screw-propeller sloop of war, which you will please hand to Naval Constructor S. H. Pook.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

[Copy of the contract furnished to committee when in Boston.]

BUREAU OF CONSTRUCTION, &c.,
January 19, 1874.

SIR: Herewith please find building, profile, deck-plans, &c., of the wooden sloop of war, to be built under contract with Mr. Donald McKay, which you will please have handed to Naval Constructor Pook.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

BUREAU OF CONSTRUCTION,
January 31, 1874.

SIR: You are hereby authorized to deliver to Mr. Donald McKay, under the approval of the officer supervising the construction of the sloop of war building by him under contract with this bureau, such articles of timber, lumber, iron, composition, and copper as may be on hand in the yard under your command, and can be spared, and as he may require from time to time, to be used in the construction of that vessel, the cost of such articles to be charged to Mr. McKay at Government cost, and deducted from the payments under his contract.

You are also authorized, in case he requires it, to have the bending of the water-ways, plank-sheers, and chocks, and certain galvanizing work for the vessel done, the cost to be charged against his contract in like manner.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

BUREAU OF CONSTRUCTION,
February 27, 1874.

SIR: Herewith you will receive photographic plans of the compound screw-engines and boilers for the new sloop of war building under contract with Mr. Donald McKay.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

BUREAU OF CONSTRUCTION,
March 2, 1874.

SIR: Inclosed please find sketch showing slight change in position of scuttle in the new sloop building under contract with Mr. Donald McKay.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY-YARD, BOSTON,
Naval Constructor's Office, March 13, 1874.

COMMODORE: In accordance with the contract of the Navy Department, Bureau of Construction and Repair, with Donald McKay and others for building sloop of war at East Boston, I have given certificates to said McKay and others for the first payment, being satisfied that the work has progressed sufficiently to entitle them to receive the same.

Please find inclosed policies of insurance to the amount of the certificates, which I respectfully request you to forward to the bureau.

Very respectfully,

SAMUEL H. POOK,
Naval Constructor, United States Navy.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard.

No. 69.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 13, 1874.

SIR: I forward herewith copy of a letter from Naval Constructor Pook, with policies of insurance on sloop of war building at East Boston by Mr. Donald McKay, as required by the contract with the bureau.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY-YARD, BOSTON,
Naval Constructor's Office, March 20, 1874.

COMMODORE: The following information is required upon the plans of the wooden sloop of war now building by Donald McKay, East Boston:

The location of the outboard value at the forward end of the engine on the port side; also, the location of the engine and boiler keelsons, with written dimensions thereon, and the height of the center of the shaft above the top of the engine keelsons.

Please obtain this information from the bureau for the inspector.

Very respectfully,

SAM. H. POOK,
Naval Constructor.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 72.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 20, 1874.

SIR: I forward herewith, for the action of the bureau, copy of letter from Naval Constructor Pook, requesting certain information in regard to the sloop of war building by Mr. Donald McKay at East Boston.

Respectfully,

E. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

BUREAU OF CONSTRUCTION, &c.,
March 24, 1874.

SIR: Referring to your letter of the 20th instant, No. 72, with inclosure from the naval constructor relative to the sloop of war building under contract with Mr. Donald McKay, you are informed that the information asked for will be found in the photographic plans forwarded to you under date of 27th ultimo and acknowledged by you on the 27th instant.

Very respectfully, your obedienrt servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

BUREAU OF CONSTRUCTION, &c.,
March 30, 1874.

SIR: Inclosed herewith please find a sketch showing a change in the bulkheads in steerage, dispensary, issuing-room, &c., on forward berth-deck; also, position of pumps and ladder-way for firemen, for the new sloop of war building by Mr. Donald McKay.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 17, 1874.

COMMODORE: Inclosed you will please find for transmission to the bureau two policies of insurance for $6,700 each, from Mr. Donald McKay, to cover the amount of the second payment, $13,365, on the sloop of war now building by him at East Boston.

Very respectfully,

SAM. H. POOK,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

No. 97.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, April 18, 1874.

SIR: I forward herewith copy of a communication from the naval constructor inclosing two policies of insurance from Mr. Donald McKay on the sloop of war building by him at East Boston.

Very respectfully,

E. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

BUREAU OF CONSTRUCTION,
May 28, 1874.

SIR: Herewith please find sketch showing position of passing and coal scuttles, percussion-room, and location of door to engine in steerage bulkhead, of the sloop of war building under contract with Mr. Donald McKay.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 122.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, June 2, 1874.

SIR: I forward herewith two policies of insurance for $6,700 each, from Mr. Donald McKay, to cover the amount of the third payment, $13,365, on the sloop of war now building at East Boston.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

BUREAU OF CONSTRUCTION, &c.,
June 4, 1874.

SIR: Your letter of the 2d instant, (No. 122,) inclosing bill in favor of Donald McKay for the third payment on sloop of war building by him under contract with this bureau and policies of insurance on that vessel, to the amount of $13,400, is received.

You will observe that in the last clause of the contract with Mr. McKay, a copy of which was forwarded to you January 7, 1874, it is provided that the contractor "shall keep the vessel and materials insured to the amount which may be paid, * * * the policies to be made payable to the United States."

The amount of the payments for which bills have been approved is fully covered by the policies of insurance which are filed in the bureau; but as the policies covering the amount of the first payment expired on the 11th instant, and those of the second payment on the 16th proximo, it will be necessary, in order that the vessel may be kept insured to the full amount paid, and the interests of the Government be fully protected, that the contractor shall have them renewed on or before the time of expiration, or have new policies made in the same amounts.

With regard to later expiring policies, the same rule should be observed, so that the policies in force shall at no time be less in amount than the total of payments made on the contract.

You will please have Mr. McKay informed of the contents of this letter.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 127.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, June 8, 1874.

SIR: I forward herewith the two policies of insurance on the sloop of war building at East Boston by Mr. Donald McKay, as called for by bureau's letter of the 4th instant.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

BUREAU OF CONSTRUCTION, &c.,
June 19, 1874.

SIR: Herewith please find spar and sail plan of the new sloop of war building under contract with Donald McKay.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS. U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 151.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, June 8, 1874.

SIR: I forward herewith two policies of insurance for $6,700 each, from Mr. Donald McKay, to cover the amount of the fourth payment, $13,365, on the sloop of war building by him at East Boston.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

No. 159.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, July 13, 1874.

SIR: I forward herewith two policies of insurance for $6,700 each, being a renewal of the second installment which expires July 16, 1874, on the new sloop of war building at East Boston by Mr. Donald McKay.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

No. 184.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, August 11, 1874.

SIR: I forward herewith, two policies of insurance for $6,700 each from Mr. Donald McKay, to cover the amount of the fifth payment $13,365 on the new sloop of war building by him at East Boston.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
September 19, 1874.

SIR: You will please direct that such castings, both composition and iron, also such ironwork as may be required by Mr. Donald McKay in the construction of the sloop of war now building by him under contract with this bureau, be made for him in the yard under your command; the cost thereof to be charged to him, and report of same made to the bureau in order that the proper deduction may be made in settlement.

You will also turn over to him whatever sheet-lead, lead pipe, &c., also whatever brass trimmings may be required about the hull or in the cabin and ward-rooms of the vessel, and which can be spared; report of the cost of the same to be made to this bureau in like manner.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

No. 234.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 5, 1874.

SIR: I forward herewith two policies of insurance for $6,700 each, on the new sloop of war building by Donald McKay at East Boston.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

No. 238.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 7, 1874.

SIR: I forward herewith two policies of insurance, for $6,700 each, from Mr. Donald McKay, being a renewal of the fifth installment, which expires October 10, 1874, on the new sloop of war now building by him, under contract, at East Boston.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 9, 1874.

SIR: You will please direct the assistant naval constructor at the yard under your command to take charge of the construction of the vessel now building by Donald McDay, under contract with this bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 12, 1874.

SIR: Mr. Donald McKay informs the bureau that he proposes to launch the new sloop building, under contract by him, on the 24th instant, and has applied to the bureau for the loan of some articles to assist therein, to be faithfully returned by him.

You are authorized, in your discretion, to loan him such articles belonging to this bureau as you may deem necessary and proper.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

No. 248.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 14, 1874.

SIR: I forward herewith two policies of insurance, for $6,700 each, from Mr. D. McKay, being the third renewal of the second installment, which expires October 16, 1874, on the new sloop of war building at East Boston, Mass.

Very respectfully,

S. B. LUCE,
Captain, Commanding.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY-YARD, BOSTON,
NAVAL CONSTRUCTOR'S OFFICE,
October 14, 1874.

CAPTAIN: Herewith please find inclosed plan of shell-room of sloop of war building by Donald McKay, at East Boston, showing a proposed change of 4 inches to accommodate engineers.

I would respectfully recommend that it be done.

Very respectfully,

J. F. HANSCOM,
A. A. N. C.

Captain S. B. LUCE, U. S. N.,
Commanding Navy-Yard, Boston.

No. 249.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 15, 1874.

SIR: I forward herewith for the action of the bureau, a communication from the naval constructor, with plan, showing a proposed change in the shell-room of the new sloop of war building by Mr. D. McKay.

Very respectfully,

S. B. LUCE,
Captain, Commanding.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 16, 1874.

SIR: For the purpose of completing the spars and boats for the new sloops of war and for stowing the timber in the yard under your command, you are authorized to increase the force under this bureau sufficiently for the above purchases.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

REVERE HOUSE,
Boston, October 26, 1876.

DEAR SIR: Please send a tug (Leyden) to Portsmouth by Thursday morning to take the new sloop to the yard under your command. The vessel will be ready by that time to be brought up.

Very truly,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 28, 1864.

SIR: I have been directed by the chief constructor to send the Leyden to your yard to assist in towing the new sloop to this. I regret to say that in consequence of the unserviceable condition of the Leyden it will be impossible to comply with the order. Presuming that the Speedwell will be detailed for this purpose, I would suggest that in case you feel authorized to do so, the departure be delayed until Saturday or Monday, by which time I hope to have some of the Marion's machinery ready for shipment.

Very respectfully,

ED. T. NICHOLS,
Commandant.

Commodore A. BRYSON, U. S. N..
Commandant Navy-Yard, Portsmouth, N. H.

No. 261.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 30, 1874.

SIR: I forward herewith two policies of insurance for $6,700 each from Mr. Donald McKay, being the insurance of the seventh installment on the new sloop of war now building by him at East Boston.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

No. 263.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 31, 1874.

SIR: I have to report to the bureau that the new sloop of war, No. 1, arrived at this yard this morning from Portsmouth, N. H., in tow of the tug Speedwell.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, &c., Washington, D. C.

No. 265.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 3, 1874.

SIR: Naval Constructor Easby has prepared certain plans of the new sloop built by Mr. McKay, at the request of Mr. R. B. Forbes, of Boston. Mr. Forbes states in a private letter to Mr. Easby that he has your consent to his being furnished with these plans.

Does the bureau authorize them to be delivered?

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM.
Chief of Bureau of Construction, Washington.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 5, 1874.

SIR: Referring to your letter of the 3d instant, (No. 265,) the bureau has no objection to the plans of the new sloop built by Mr. McKay being furnished to Mr. R. B. Forbes.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 13, 1874.

SIR: Inclosed please find a sketch showing arrangement of water-closet, bath-room, &c., of the sloop of war building by Donald McKay, which you will please hand to Naval Constructor Easby, under whose supervision that vessel will be constructed.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

OFFICE OF ATLANTIC WORKS,
East Boston, November 13, 1874.

SIR: We desire to dock the sloop of war recently launched at East Boston by Donald McKay, in order to put on the stern work and propeller, preparatory to putting in the machinery which we are building, and would respectfully inquire if the dry-dock at the navy-yard is now unoccupied, and if we can obtain the use of it for this purpose. We shall be ready to go into dock next week, and would be pleased to know if we can have the dock then.

We are yours, very respectfully,

ATLANTIC WORKS,
Per A. H. F.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Charlestown, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 14, 1874.

ATLANTIC WORKS, *East Boston:*

I have to acknowledge the receipt of your letter of the 13th instant, relative to docking the new sloop of war, and in reply would say that the matter has been referred for the action of the Department, in accordance with regulations. I will inform you as soon as an answer has been received.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 14, 1874.

SIR: The bureau is informed that the Atlantic Works are now ready to put on the stern works and propeller of the sloop of war building under contract with Donald McKay, and for this purpose it will be necessary for that vessel to be docked. You will please give directions accordingly.

Very respectfully, your obedient servant,

J. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[Telegram.]

WASHINGTON, D. C., *November* 20, 1874.

To COMMANDANT NAVY-YARD:

The Department authorizes the docking of the sloop of war launched by D. McKay. The expense is to be borne by the Government.

I. HANSCOM,
Chief of Bureau.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 20, 1874.

ATLANTIC WORKS, *East Boston, Mass.:*

Referring to your letter of the 13th instant, I have to inform you that authority has been granted to dock the United States sloop of war, building by Mr. Donald McKay. Will you please notify me when the vessel may be expected at this yard?

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

OFFICE OF ATLANTIC WORKS,
East Boston, November 23, 1874.

DEAR SIR: Yours of the 20th instant, requesting us to notify you when the sloop, building by Donald McKay, may be expected at the yard, is at hand. In reply we have to say that we expect to have the vessel ready to dock on Saturday, the 28th instant.

Yours, very respectfully,

ATLANTIC WORKS,
Per A. H. F.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Charlestown, Mass.

[Telegram.]

BOSTON, *November* 16, 1874.

To Chief Constructor I. HANSCOM,
Bureau of Construction, Washington:

Constructor reports only money enough to pay permanent force, viz, foremen, ship-keepers, &c., for balance of month; needs at least two thousand to finish St. Mary's, for wor[illegible] on the monitors sold to McKay, finish covering live-oak, and docking McKay's ships. All working force will be suspended to-night.

E. T. NICHOLS,

NAVY-YARD, BOSTON,
Naval Constructor's Office, November 19, 1874.

COMMODORE: I would respectfully state that a slight alteration in the shell-room of M[illegible] McKay's ship is desired by the engineers, and also the removal to another position of t[illegible] sea-cock supplying the channel and force-pumps. This cock is now just where they desi[illegible] to place a filtering-tank. I can see no objection to these alterations.

Very respectfully,

J. W. EASBY,
Naval Constructor, United States Navy.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

No. 273.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 20, 1874.

SIR: I forward herewith for the action of the bureau copy of a communication from Naval Constructor Easby in regard to slight alterations in the shell-room, sea-cock, &c., of the sloop of war building by Mr. Donald McKay.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRCTION AND REPAIR,
November 23, 1874.

SIR: Your letter of the 20th instant, (No. 273,) with inclosure, relative to slight alterations in the shell-room, sea-cock, &c., of the sloop building by Donald McKay, has been received, and the bureau has no objections to the alterations being made as recommended.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY-YARD, BOSTON,
Naval Constructor's Office, November 25, 1874.

COMMODORE: I respectfully report that the insurance on the third and sixth installment on the new sloop of war, building at East Boston, under contract by Mr. Donald McKay, for the United States Government, expires on December 2 and 5, 1874. Mr. McKay is absent in Europe, and I understand has left no instructions with any person for the renewal of the same.

I would respectfully ask what steps shall be taken in the matter.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

No. 277.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 25, 1874.

SIR: I forward herewith, for the information of the bureau, a communication from Naval Constructor Easby, relating to the insurance on the new sloop of war building under contract with Mr. Donald McKay.

I have been informed that Mr. McKay has gone to Europe, and left no one here as his representative. Will the bureau please give instructions in the case? This vessel will be placed in the dry-dock on Tuesday next, 1st proximo.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 27, 1874.

SIR: Your letter of the 25th instant, (No. 277,) with inclosure, relative to renewing the policy of insurance on the sloop of war building by Donald McKay, and which expires on the 2d proximo, has been received.

As this sloop is within the limits of your command, and about to be docked, and will not be removed until completed, it is not thought necessary to renew the policy in question.

Very respectfully, your obedient servant,

I. HANSCOM.
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant, &c.

OFFICE OF ATLANTIC WORKS,
East Boston, December 14, 1874.

DEAR SIR: The Atlantic Works respectfully request that the sloop No. 1, now at your yard, for which they are building the boilers and machinery, be docked for the purpose of receiving her stern-bearing, propeller, and other outboard work as soon after the one now in dock is taken out as is convenient to the Department.

All the machinery is ready and will be put in place immediately after the ship is in the dock.

Yours, very truly,

ATLANTIC WORKS,
Per A. E. C.

Commodore E. T. NICHOLS,
Commandant United States Navy-Yard, Charlestown, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
December 17, 1874.

SIR: In reply to your letter of the 15th instant, (No. 289,) new sloop No. 1 may be docked as soon as convenient, for the purpose of receiving her stern-bearing, propeller, and other outboard works from the Atlantic Works, as requested.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

NAVY DEPARTMENT, BUREAU CONSTRUCTION AND REPAIR,
December 10, 1874.

SIR: Referring to letters of January 31 and September 19, 1874, by which you were authorized to deliver to Donald McKay certain materials and to do for him certain work pertaining to the sloop of war building by him under contract, you will please cause a statement of the account against Mr. McKay to be made, and forward it to this bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, December 16, 1874.

COMMODORE: In compliance with the order from the Bureau of Construction and Repair, of December 10, 1874, I forward herewith a statement of the indebtedness of Mr. Donald McKay to the United States Government to date, for material and labor on the new sloop of war building by him under contract at East Boston.

We are still furnishing material on McKay's requisitions, and the amount which may be required of us is uncertain; but if it should include the sheathing-copper and composition rudder, post, shoe, and quadrant, the cost, in addition to the material already furnished as per statement, will be not less than $15,000.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS. U. S. N.,
Commandant Navy-Yard, Boston.

No. 290.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 16, 1874.

SIR: I forward herewith, in accordance with bureau letter of the 10th instant, a statement of the indebtedness of Mr. Donald McKay to the Government to date, for material and labor on the new sloop of war building by him under contract.

The naval constructor reports that he is still furnishing material on Mr. McKay's requisitions, and the amount which may be required is uncertain; but if it should include the sheathing-copper and composition rudder, post, shoe, and quadrant, the cost, in addition to the material already furnished as per statement, will be not less than $15,000.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

No. 296.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 22, 1874.

SIR: Upon application of the Atlantic Works with deposit of policies of insurance to the amount of $100,000, I have permitted the removal of the sloop of war, building by Mr. Donald McKay, from this yard to their wharf at East Boston. The bureau's approval of this transaction is requested.

Inclosed please find the policies of insurance referred to.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 22, 1874.

GENTLEMEN: Agreeably to your request, the sloop of war recently launched by Mr. McKay, and which has been in dry-dock at this yard, is delivered into your charge at East

Boston, for the purpose of completing her machinery, &c. It is to be understood that the vessel is in your charge and care, and that you will take all proper precautions for her security and freedom from chafing, or injury of any kind.

Very respectfully,

ED. T. NICHOLS,
Commandant.

ATLANTIC WORKS, *East Boston, Mass.*

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
December 24, 1874.

SIR: The policies of insurance to the amount of $100,000 on the sloop of war removed to the Atlantic Works have been received, and your action therein is approved by the bureau.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. A.,
Commandant, &c.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
January 7, 1875.

SIR: The capstans for the wooden sloops will be made in the New York yard, and to this end you will please forward to the commandant of that yard the distance from the top of the capstan-bed to the top of the berth-deck plank of the Essex and the sloop built by Donald McKay.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, January 12, 1875.

SIR: By direction of the Bureau of Construction and Repair I have to report the following as the distances from the top of the capstan-bed to the top of the berth-deck plank of the Essex and the sloop built by Donald McKay, viz: Essex, 7 feet 2⅝ inches; McKay, sloop, 7 feet 3⅝ inches.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Vice-Admiral T. C. ROWAN, U. S. N.,
Commandant Navy-Yard, New York.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, January 12, 1875.

COMMODORE: In obedience to the bureau's letter of the 7th instant I would respectfully report that the distance from the top of the capstan-bed to the top of the berth-deck plank of the Essex will be 7 feet 2⅝ inches, and between the same points on McKay's sloop the distance is 7 feet 3⅝ inches.

Very respectfully,

J. W. EASBY,
Naval Constructor.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
January 15, 1875.

SIR: Inclosed please find sketch showing arrangement for tiller worked under the gun-deck, which has been applied *to the new iron vessels*; and the bureau would prefer it sup-

plication to the Essex and the sloop built by Donald McKay, if it can be easily and economically done.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
January 16, 1875.

SIR: The commandant of the Portsmouth yard has been requested to forward to you a statement in detail of the cost of the Essex up to date, so that her cost may be taken up and continued in regular reports from the yard under your command, preparatory to a consolidated report thereof.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, February 12, 1875.

SIR: I observe by the building-directions issued by the Bureau of Construction, &c., for the vessel contracted for by you, that spars are to be furnished by you. A note *in pencil* says, "spars will *not* be included in above, per order of chief of bureau July 22." As I can find nothing on the records of this office to this effect, will you be pleased to inform me if the above note is correct. I am also given to understand that the requirement in regard to quarter-galleries has been revoked.

Very respectfully,

ED. T. NICHOLS,
Commandant.

DONALD MCKAY, Esq.,
East Boston.

WASHINGTON, D. C., *February* 19, 1875.

SIR: In reply to your letter of the 12th instant relative to spars for the new sloop built by me under contract with the Navy Department, I have to say that it was a distinct understanding with the Chief of the Bureau of Construction and Repair, before the bids for this sloop were received, that I was not to furnish the spars; also, that the original plan of cabin was changed, and one without the quarter-galleries was approved by the bureau.

Very respectfully,

DONALD MCKAY.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 12, 1875.

SIR: For the purpose of receiving her machinery, you are authorized to permit the removal of the Essex from the navy-yard to the Atlantic Works at East Boston, upon the same terms of insurance that the sloop of war built by Donald McKay was removed to that establishment under your letter of 22d December ultimo, No. 296.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 17, 1875.

SIR: Herewith please find a sketch of lower-yard sling and gear-block for the Essex and new sloop built by Mr. Donald McKay.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, February 19, 1875.

ATLANTIC WORKS, *East Boston, Mass.*:

The policies of insurance to the amount of $100,000 on the United States sloop of war at your works will expire on the 21st instant. I have to request that you will have them renewed before that time.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

OFFICE OF ATLANTIC WORKS,
East Boston, February 20, 1875.

DEAR SIR: Yours of 19th instant is received. The insurance is already renewed and the policies will be received and forwarded to you as soon as possible.

Yours, very truly,

ATLANTIC WORKS,
A. E. C.

E. T. NICHOLS, Esq.,
Commodore and Commandant United States Navy-Yard, Charlestown.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 20, 1875.

SIR: If, after examining the amounts charged against Donald McKay for materials, &c., furnished him, you are satisfied that it would be safe to allow him another payment on account of the sloop of war building by him under contract, you are authorized to have made and forwarded to the bureau for approval the usual bills for the eighth payment thereon.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, February 23, 1876.

SIR: In order that I may comply with the bureau's letter of the 20th instant, you will be pleased to furnish me with the following information, viz: contract-price and terms of payment; how many payments have been made and the amounts thereof; how much remains to be paid, including reservations; what amount of material has been furnished Mr. McKay; what amount will probably have to be furnished; what work generally remains to be done, and probable cost thereof.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Naval Constructor J. W. EASBY, U. S. N.,
Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, February 24, 1875.

COMMODORE: In obedience to your order of the 23d instant, in relation to Mr. Donald McKay's contract, I respectfully report that the contract-price for building the vessel for the

Government was $148,500, to be paid in ten installments of $14,850 each, with a reservation of at least ten per cent.

There has been seven payments made, amounting to	$93,555
Amount of material and labor furnished	17,465
Total	111,020
Amount remaining to be paid, including reservation	37,480
Amount of material which we may be called upon to furnish, exclusive of sheathing-copper, will probably not exceed	500

The work generally remaining to be done is as follows, viz: All metallic hatch-coamings and canopies; mast-rails and stanchions; rails, chains, and stanchions on poop and forecastle decks; capstan to fit; joiner's work to finish; pumps and water-closets, &c., to finish; chocks and score-chocks to fit and finish; stanchions in fire and engine rooms to put up; passing-scuttles and coal-scuttles to fit; compressor to fit; awning-stanchions to make; ventilating-pipes and steering-wheel to be supplied; all plumbing in magazine and shell-room to be done; galley-platform to be leaded; bread and sail rooms to finish; the ship to be docked and coppered; all spars to be made; quarter-galleries to be put on: rudder, post, shoe, and steering-gear to fit and finish, and all painting-work to be completed.

The cost of the work remaining to be done, exclusive of spars and quarter-galleries, will probably be	$21,000
Spars and quarter-galleries, will probably cost	9,000
	30,000

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commadant Navy-Yard, Boston.

No. 44.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 1, 1875.

SIR: I am in receipt of the bureau's letter of the 20th ultimo in regard to the safety of allowing Mr. McKay another payment on his contract for the sloop of war being built by him. Waiting for information in regard to spars and quarter-galleries has been the cause of delay in replying.

I find by an examination of the contract that Mr. McKay is to receive the gross sum of $148,500, in ten installments of $14,850 each, minus a reservation of 10 per cent. This will leave for the *final* payment, including reservation, $28,215. Upon an examination of the accounts, it is found that Mr. McKay has received seven payments, amounting to $93,555, and of material and labor furnished $17,465, making a total of $111,020, and leaving a balance due, including reservation, of $37,480.

According to the report of the naval constructor, the work remaining to be done by Mr. McKay, including docking and coppering, rudder, post, and shoe, and cost of material for the same, will probably amount to, say, $21,000.

Now, counting $13,365 as a payment, and deducting it from the amount of material furnished, viz, $17,465, Mr. McKay will have received the eighth installment, leaving a balance against him of $4,100. According to the terms of the contract, and if the bureau satisfied of Mr. McKay's ability to complete the vessel for the sum of the tenth payment and gross reservation, he is entitled to the sum of $9,465, as the cash portion of the *ninth* installment, and to no more until the vessel is accepted completed.

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM. U. S. N.,
Chief of Bureau of Construction and Repair, Washington.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
February 24, 1875.

SIR: By direction of the Department, the wooden sloop built under contract with Donald McKay will be called Adams.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

No. 39.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, February 23, 1875.

SIR: I forward herewith copy of the correspondence between Mr. Donald McKay and myself in regard to the quarter-galleries and spars for the new sloop under his contract with the Government.

As there is nothing on file in this office, authorizing any changes from the copy of contract furnished for our guidance, the matter is respectfully referred to the bureau.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
February 25, 1875.

SIR: Referring to your letter of the 23d instant, (No. 39,) with inclosures, relative to the spars, &c., for the sloop built under contract with Mr. Donald McKay, it was not contemplated by the original advertisement for this vessel that the contractor should furnish either the spars or boats, and the building instructions which accompanied the contract were intended to refer to the *hull* only, so far as the contractor was concerned. Consequently, Mr. McKay will not be required to furnish either the spars or boats.

With regard to the quarter-galleries, as these were to be omitted in sister ships then under construction, it was thought advisable to dispense with them in Mr. McKay's vessel, which he was directed to do, making some slight changes in the cabin consequent thereon.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 1, 1875.

SIR: Referring to the drawings and specifications for the sloop of war Adams, building by Donald McKay under contract, the corners of the iron hatches were to be of angle-iron. It is deemed advisable to have these corners of composition, as in the sister ships, which corners will be furnished by the Government, the contractor allowing the cost of iron corners, provided the work is equal in both cases.

The after-hatch, also, which by the plans and specifications is to be of wood, will be of composition, the plates to be furnished by the Government.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

No. 43.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 1, 1875.

SIR: I forward herewith policies of insurance to the amount of $100,000 upon the United States sloop Adams, at the Atlantic Works, East Boston, receiving her machinery.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 4, 1875.

SIR: Referring to your letter of the 1st instant (No. 44) relative to sloop of war building by Donald McKay, the bureau has this day approved a bill in favor of the contractor named for payment on account of his contract, amounting to $12,000.

Very respectfully,

I. HANSCOM.
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 13, 1875.

SIR: The bureau is in receipt of your telegram of the 12th instant stating that "Thiers' ventilator alarm and bilge-pump on board the Adams is about eight-tenths completed," and a bill has this day been approved for $1,600 on account therefor as the proportionate part o the amount to be paid for the machine when completed.

Very respectfully,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, N. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, March 12, 1875.

COMMODORE: In answer to telegram from the bureau, in relation to the completion Thiers's ventilators and bilge-pump on board the Adams, I would respectfully report th they have been put on board, and the work on them over eight-tenths completed.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Navy-Yard, Boston, Mass.

[Telegram.]

BOSTON, *March* 12, 1875.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair:

Thiers's bilge-pump and ventilators have been put on board the Adams and are about eight-tenths completed.

E. T. NICHOLS.

[Telegram.]

WASHINGTON, D. C., *March* 11, 18—.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

Has Thiers's ventilator and bilge-pump been satisfactorily erected on board the Adams?

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
April 5, 1875.

SIR: A board, consisting of Naval Constructors Hartt, Easby, and Fernald, has been instructed to report to you for the purpose of estimating the cost of completing and fitting for sea the United States sloop of war Adams, (labor only,) in all matters pertaining to this bureau, and not covered by the contract of Donald McKay; also, as to the cost of completing the United States steamer Essex and fitting her for sea in all matters under this bureau.

You will please allow the board the necessary facilities for making this examination. When its labors are completed the report thereon should be forwarded to the bureau through you.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

[Telegram.]

WASHINGTON, D. C., *April* 10, 1875.

COMMANDANT NAVY-YARD, *Boston:*

Naval Constructor Mintonye will report to you as a member of the board to examine the Adams and Essex.

I. HANSCOM,
Chief of Bureau.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 13, 1875.

SIR: Inclosed please find reports of the board of naval constructors in reference to the cost of completing and fitting for sea the United States steamers Adams and Essex.

I have to request that they be forwarded to the Chief of Bureau of Construction and Repair.

Very respectfully,

EDWARD HARTT,
Naval Constructor, U. S. N., Senior Member of Board.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

Copy of memorandum report of board of constructors.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 12, 1875.

SIR: In obedience to your order of April 2, 1875, we convened as a board at the navy-yard, Boston, and have estimated the cost of completing the United States steamer Adams, covering labor only for outfits, stores, masts, spars, &c., comprising all work coming under construction and repair to fit said vessel for sea and not covered by the contract and specifications of Donald McKay to build said vessel, and have to report as follows:

Cost of labor for outfits, including miscellaneous labor for stores, &c	$15,275 00
Masts and spars, including boat-spars	6,450 00
Seven boats, including steam-cutter	4,800 00
Blocks, including sheaving-bitts, chocks, &c	4,000 00
Tanks	400 00
Casks	300 00
Furniture	2,000 00
	33,225 00

Copy of report of board of constructors.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 13, 1876.

SIR: In obedience to your order of April 3, 1875, we have examined and estimated the cost of completing the United States steamer Essex and fitting her for sea in all matters coming under the cognizance of the Bureau of Construction and Repair, and have to report as follows:

Cost of labor to complete the hull and outfits, including miscellaneous labor for outfits	$42,095 00
Masts and spars, including boat-spars	6,000 00
To complete boats, including steam-cutter	3,500 00
Blocks, including sheaving-bitts, chocks, &c	4,000 00
Tanks	400 00
Casks	300 00
To complete furniture	1,500 00
	57,795 00

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
April 26, 1875.

SIR: Inclosed please find sail and spar plan of the Essex by which Mr. D. McKay will be guided in his work on that ship, under the arrangement entered into by him on the 17th instant, a copy of which was forwarded to you on the 24th instant without letter of advice, which please find herewith.

Very respectfully,

GEO. M. ROBESON,
Secretary of Navy, for Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Cammandant's Office, April 27, 1875.

SIR: Agreeably to your request, the United States steamer Adams will be brought to the yard on Thursday next.

I am also authorized to send the Essex to your works to receive her machinery upon the same terms of insurance that the Adams was removed; and as requested by you, the vessel will be sent on the 19th instant, provided the terms referred to above are complied with.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Mr. NELSON CURTIS,
Agent of Atlantic Works, East Boston, Mass.

No. 84.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, April 29, 1875.

SIR: I beg to acknowledge the recept of bureau's letter of 27th instant, forwarding copy of agreement with Donald McKay for completing United States vessels Adams and Essex. Said agreement, dated April 17, refers to two propositions of the 12th instant "as this day verbally modified by you." The closing paragraph of this agreement calls on Mr. McKay to signify in writing his acceptance of the bureau's proposition, &c. I have no information that Mr. McKay has done so. Not being aware of the nature of Mr. McKay's two propositions, or their verbal amendment, I respectfully ask that I may be furnished with a copy of the entire agreement or contract with Mr. McKay, in order that the superintending naval constructor may be able to intelligently perform his duty in the matter.

I observe that in the arrangements for payments to Mr. McKay the certificate of the superintending naval constructor only is required on the bills. Am I to understand that this dispenses with the approval of the commandant to said bills?

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

(Copy of agreement furnished committee when in Boston.)

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
May 1, 1875.

SIR: Your letter of the 29th ultimo, (No. 84,) relative to work on the Adams and Essex, has been received. The agreement with Mr. Donald McKay for this work, under date of 17th ultimo, copy of which has been forwarded to you, is complete in itself, and embraces all the work which is to be done by him on those vessels, and he has signified his acceptance in accordance with the terms of said agreement.

Unless otherwise instructed, the naval constructor of the yard under your command will superintend this work and will certify to the bills as the work progresses; but these bills will also require your approval.

Respectfully,

GEO. M. ROBESON,
Secretary of the Navy, for Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

No. 91.]

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, May 11, 1875.

SIR: I forward herewith the policies of insurance on the United States sloop Essex, returned to this office in bureau's letter of the 4th instant.

The name of the vessel has been inserted in each of the policies.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

OFFICE OF ATLANTIC WORKS,
East Boston, May 10, 1875.

DEAR SIR: We herewith deliver to you policies of insurance on sloop Essex for $100,000, altered as requested in yours of 6th instant.

Yours, respectfully,

ATLANTIC WORKS.
A. E. C.

Commodore E. T. NICHOLS, U. S. N.,
Commandant at Navy-Yard, Charlestown.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, May 6, 1875.

SIR: Inclosed herewith please find policies of insurance amounting to $100,000, which are returned for the insertion of the name of the vessel, Essex, to which they apply; after which please return them to this office.

Your attention is called to the date of expiration of these policies—21st instant—and you are requested to have them renewed by that time.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Mr. NELSON CURTIS,
Agent Atlantic Works, Boston.

[Telegram.]

BOSTON, *May* 3, 1875.

To CHIEF OF BUREAU OF CONSTRUCTION,
Washington D. C.:

To-morrow the Adams will come to the yard, and the Essex be sent to Atlantic Works. Please return the policies of insurance forwarded to bureau on 1st of last March, for alteration.

E. T. NICHOLS.

[Telegram.]

BOSTON, *May* 6, 1875.

Hon. GEORGE M. ROBESON,
Secretary of the Navy, Washington:

Mr. McKay's men are working ten hours in the yard on the Adams and Essex. The agreement with him requires us to furnish him the facilities of shops, tools, &c. This necessitates bringing in some of our yard-force before, and keeping them after the regular eight hours, involving an expense for extra time.

Instructions are requested.

E. T. NICHOLS.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
May 12, 1875.

SIR: Referring to your telegram of the 6th instant to the Department, relative to working extra time on the Adams and Essex, you are authorized to employ engineers and firemen to run the tools extra hours at the same rate of pay per hour as they receive for eight hours.

It is thought that all deliveries from store-houses, &c., can be made during the regular hours; but, should the contractor choose to pay men other than those above specified, for extra time, the bureau has no objection, doing the whole thing as economically as possible.

Respectfully,

GEO. M. ROBESON,
Secretary of the Navy, for Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, May 15, 1875.

COMMODORE: On the cross-section of the ships Adams and Essex, there is represented an air-passage. To form this air-passage a fore-and-aft iron bulkhead must necessarily be erected. This bulkhead is not mentioned in the specifications, and therefore the contractor declines erecting it; and, as it forms one side of the coal-bunker, it is doubtful whether it pertains to steam-engineering or construction. I respectfully ask the decision of the bureau on the subject.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commanding Navy-Yard, Boston.

No. 96.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, May 17, 1875.

SIR: I forward herewith for the action of the bureau, copy of a communication from the naval constructor, relative to certain work on the Adams and Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
May 24, 1875.

SIR: Referring to your letter of the 17th instant, (No. 96,) the air-passage bulkheads in the coal-bunkers of the Adams and Essex will, for the present, be omitted.

Respectfully,

GEO. M. ROBESON,
Secretary of the Navy, for Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, May 21, 1875.

SIR: I have again to remind you that the policies of insurance on the United States sloop Essex, receiving machinery at your works, expire to-day.

Will you please furnish new policies to be forwarded to Washington by this evening's mail?

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

NELSON CURTIS, Esq.,
Secretary Atlantic Works, East Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, May 28, 1875.

COMMODORE: Inclosed please find for transmission to the Bureau of Construction and Repair, twenty-one policies of insurance, for $100,000, on the United States sloop Essex, now lying at the wharf of the Atlantic Works, East Boston, and expiring on the following dates, viz:

One policy expires June 21, 1875, for	$15,000
One policy expires June 22, 1875, for	10,000
Five policies expire August 27, 1875, for	22,500
Four policies expire November 10, 1875, for	10,000
One policy expires November 19, 1875, for	2,500
Nine policies expire January 21, 1876, for	40,000
	$100,000

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
May 27, 1875.

SIR: Inclosed please find sketch of the sail and spar plan of the boats for the Adams and class:

Dimensions of boats.

	Length between rabbets.	Beam, extreme.		Depth inside.		Width of stern to beam.
	Ft.	*Ft.*	*in.*	*Ft.*	*in.*	
Launch	30	8	4	3	8	$\frac{3}{8}$ 8°
First cutter	27	7		2	8	$\frac{3}{8}$ 8°
Second cutter	25	6	4	2	4	$\frac{3}{8}$ 8°
Whale-boat	27	6		2	4	10°
Gig	26	5	4	2		$\frac{4}{7}$ 10°
Dinghy	18	4	9	1	10	$\frac{3}{8}$ 8°

The subject of allowing a steam-cutter for this class will be duly considered.
Respectfully,

GEO. M. ROBESON,
Secretary of the Navy, for Bureau.

Commodore E. T. NICHOLS,
Commandant, &c.

No. 98.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, May 21, 1875.

SIR: I beg to be informed by the bureau whether Mr. McKay, under his agreement to complete the Adams and Essex, is to be furnished with material to be taken from the yard. I make this inquiry for the reason that Mr. McKay is calling for all kinds of materials necessary to be used, even coal for forges and oil for mechanical purposes, all of which material is to be taken out of the yard, and over which we can exercise no supervision or control after it is once out. The clause in the agreement giving to Mr. McKay the necessary facilities of the Boston yard, would seem to imply that the work was to be done within the limits of the yard. If I am wrong it will be a pleasure to be corrected.

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
May 24, 1875.

SIR: Referring to your letter of the 21st instant (No. 98) relative to Mr. McKay's request for materials for the Adams and Essex, you will please direct that only such material as enters into the construction of these vessels be taken from the yard.

When the work is being done at the yard, coal for forges and oil for lubricating and lighting purposes will be furnished by the Government.

Respectfully,

GEO. M. ROBESON,
Secretary of the Navy, for Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant, &c.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
June 10, 1875.

SIR: In relation to the question of furnishing materials, tools, and facilities to Mr. Donald McKay required in his agreement to complete the United States sloops Adams and Essex, you will please deliver such articles, tools, &c., as are well known to be required to do the work called for on the vessels when not at the navy-yard, keeping an accurate account of, and charging all the materials used to the ship, and the tools, &c., to Mr. McKay, taking a receipt for their return, with the value of the same, and a statement from said McKay that if the tools are not returned the amount shall be deducted from the last payment which will be due when the vessels are completed. Mr. McKay will have the privilege of pursuing the work required by his agreement on these vessels while they are at East Boston receiving their machinery, and also to do such portion of the work at East Boston as is necessary to advance the work after the vessels are returned to the yard.

Please furnish Mr. McKay a copy of this letter.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, *U. S. N., Commandant, &c.*

OFFICE OF ATLANTIC WORKS,
East Boston, June 18, 1875.

DEAR SIR: Allow us herewith to notify you that we shall have no further need for the hull of the Essex to remain at our wharf after Monday the 21st at noon, and although a portion of her insurance expires on Tuesday at noon, we shall not expect to renew the same.

Yours, very truly,

ATLANTIC WORKS.
Per A. H. F.

E. T. NICHOLS,
Commandant Navy-Yard, Charlestown.

No. 115.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, June 22, 1875.

Chief Constructor I. HANSCOM, U. S. N.,
Bureau of Construction, Washington, D. C.:

SIR: The Atlantic Works, having no further use for the Essex at East Boston, the vessel has been brought to this yard. Will the bureau please return the policies of insurance that they may be forwarded to the insurers?

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, July 24, 1875.

COMMODORE: I forward herewith for transmission to the Bureau of Construction and Repair, triplicate bills for Mr. Donald McKay, being the first installment on the United States steamer Essex, as per contract, dated April 17, 1875.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

No. 138.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, July 26, 1875.

SIR: I forward herewith for approval by the bureau, bill in favor of Mr. Donald McKay, for $5,000, being the first payment on the Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, August 4, 1875.

COMMODORE. As Mr. Donald McKay, contractor for the completion of the United States steamer Essex, has requested that unfinished furniture belonging to that ship, and also the patterns by which the cat-heads of the Enterprise were cast, be furnished to him, I respectfully suggest that application be made to the commandant of the Kittery navy-yard to forward them to this place on the first convenient opportunity.

Very respectfully,

J. W. EASBY,
Naval Constructor, United States Navy.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

[No. 147.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, August 5, 1875.

SIR: I forward herewith, for the action of the bureau, copy of a letter from Naval Constructor Easby in regard to articles received from the Portsmouth yard, by Mr. McKay, for the completion of the Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR.
August 9, 1875.

SIR: Referring to your letter of the 5th instant, (No. 147,) with inclosure from the naval constructor, relative to the furniture belonging to the Essex, inclosed please find copy of a letter to the commandant of the Portsmouth navy-yard, of 29th January, ultimo, who has this day been requested also to send to the yard under your command the patterns by which the cat-heads of the Enterprise were cast.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
January 26, 1875.

SIR: Referring to your letter of the 23d instant, (No. 21,) with inclosure from the naval constructor, relative to unfinished boats and furniture for the Essex, it is considered best that the boats and furniture be finished at the yard under your command and sent to Boston for that ship and the commandant of that yard informed of the additional cost, which you will please have done accordingly.

Very respectfully, your obedient servant,

I. HANSCOM
Chief of Bureau.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

NAVY-YARD, BOSTON,
Commandant's Office, August 6, 1875.

SIR: Complaint has been made to me that outside workmen are in the habit of wandering about the yard after our evening bell rings. Whether any such are in your employ or not, I cannot say, but I take this occasion respectfully to notify you that I have given orders that any workman found in a part of the yard to which his work does not legitimately call him, shall be immediately turned out and not again permitted to come in.

Very respectfully, yours,

ED. T. NICHOLS,
Commodore and Commandant.

DONALD MCKAY, Esq., *East Boston.*

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, August 26, 1875.

COMMODORE: I forward herewith, for transmission to the Bureau of Construction and Repair, triplicate bills for Donald McKay, being the second installment on the United States steamer Essex, as per contract, dated April 17, 1875.

Very respectfully,

J. W. EASBY,
Naval Constructor, United States Navy.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 159.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, August 26, 1875.

SIR: I forward herewith bills in triplicate in favor of Donald McKay for $5,000, being the second payment on account on the United States ship Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, September 13, 1875.

COMMODORE: I forward herewith, for transmission to the Bureau of Construction and Repair, triplicate bills for Mr. Donald McKay, being the first installment on the United States ship Adams, as per contract, dated April 17, 1875.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 174½.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, September 14, 1875.

SIR: I forward herewith bills in triplicate in favor of Donald McKay for $5,000, being the first payment on account in completing the United States ship Adams; also constructor's report of articles inspected for the month of August, 1875.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, September 21, 1875.

COMMODORE: I forward herewith, for transmission to the Bureau of Construction and Repair, triplicate bills for Mr. Donald McKay, being the third installment on the United States ship Essex, as per contract, dated April 17, 1875.

Very respectfully,

J. F. HANSCOM,
Assistant Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 183.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, September 21, 1875.

SIR: I forward herewith bills in triplicate in favor of Mr. Donald McKay, being third payment on account of completing the United States ship Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

[Telegram.]

WASHINGTON, D. C., *October* 1, 1875.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

Work should progress on Vandalia, Adams, and Essex. How much money required for October?

I. HANSCOM,
Chief of Bureau.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, October 6, 1875.

COMMODORE: I forward herewith, for transmission to the Bureau of Construction and Repair, triplicate bills for Mr. Donald McKay, of $5,000, being the second installment on the United States steamer Adams, as per contract, dated April 17, 1875.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 192.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 7, 1875.

SIR: I forward herewith bills in triplicate, in favor of Donald McKay, being second payment on account for completing the United States steamer Adams.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

[Telegram.]

BOSTON, *October* 12, 1875.

To Chief Constructor I. HANSCOM,
Chief of Bureau of Construction, Washington:

Lower masts of Adams and Essex are in place. Equipment is ready to commence rigging former. McKay objects to putting tops on. This, I believe, is properly construction work. The Bureau's decision is asked.

E. T. NICHOLS.

[Telegram.]

WASHINGTON, D. C., *October* 12, 1875.

To COMMANDANT NAVY-YARD
Charlestown, Mass.:

Construction will put the tops on. When will the Adams be ready for her crew?

I. HANSCOM,
Chief of Bureau.

[Telegram.]

BOSTON, *October* 14, 1875.

To Chief Constructor I. HANSCOM,
Chief of Bureau of Construction, &c, Washington:

Telegram of twelfth, asking when Adams will be ready for crew, received. McKay can give no definite answer, and will fix no time. Equipment says about six weeks. Should say fully that time in construction department, but of course cannot answer definitely without information from contractor.

E. T. NICHOLS

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, October 14, 1875.

COMMODORE: We are in want of a patent for the frame and cover for the ventilator forward of the fire-room hatch on gun-deck of the United States steamer Essex. Plan calls for 30 inches in diameter. I learn such a pattern is in the Portsmouth, N. H., navy-yard, and I respectfully request that it be forwarded to this yard by the Tallapoosa; also, pattern for composition coaming for light-box to magazine.

Very respectfully,

BENJ. H. SAMSON,
Foreman of Shipwrights in Charge.

Commodore ED. T. NICHOLS,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 21, 1875.

SIR: We are in want of a pattern for cat-heads for the United States steamer Essex. I am informed that such a pattern is at the yard under your command, and was used for the United States steamer Enterprise.

If not needed at your station, may I request that you will forward it to this yard by express. The patterns telegraphed for a few days since are not in accordance with plans of Adams and Essex, and will not be needed.

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Commodore A. BRYSON, U. S. N.,
Commandant Navy-Yard, Portsmouth, N. H.

[Telegram.]

WASHINGTON, D. C., *October* 22, 1875.

To COMMANDANT NAVY-YARD:

Lead mainstays of Adams and Essex midships, if possible. Hurry work on Vandalia.

I. HANSCOM,
Chief of Bureau.

No. 101.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 25, 1875.

SIR: I am reluctantly compelled to lay before the Department the inclosed correspondence between Mr. Donald McKay and myself, in which Mr. McKay distinctly charges me with delaying the Government work in his hands and causing him pecuniary loss, and evades my request to make his accusation specific by citing an order never issued as evi-

dence that it is not the proper time to give me an answer. I have never seen Mr. McKay officially since the agreement was made with him to complete the Adams and Essex, and he has never preferred a complaint in person or writing against any of the rulings, decisions, or orders, made, or, in his imagination supposed to have been made by me. Mr. McKay seems to seize this apparently favorable opportunity to prefer his baseless accusations in the absence of the naval constructor specially authorized to superintend his work, the absence of the assistant constructor from illness, and the fact that the foreman of shipwrights, who knows comparatively little of what Mr. McKay has been doing, or what points have been raised between Mr. McKay and the constructor, is now the superintendent of the work. Mr. Sampson, the foreman alluded to, is a very excellent and competent man in his position, but, under the circumstances, I do not consider him a proper person to perform the important duty imposed upon him. The absence of Naval Constructor Easby is very unfortunate for me at this time, as it deprives me of important information which Mr. McKay refuses to give, provided he has grounds of complaint, which I deny.

In regard to Mr. Easby, I can only say that I consider him thoroughly upright and conscientious in the performance of his duty, and has kept Mr. McKay as closely to the terms of his agreement as it was possible to do. All points of difference submitted to me by Mr. Easby have been considered and decided in strict conformity to the terms of the agreement, as I understand it. In conclusion, I feel compelled in justice to myself to denounce Mr. McKay's general accusations as untrue, and have the honor to request the honorable Secretary of the Navy, if it is in his power, that he will require Mr. McKay to furnish either to myself or the Department specific accusations, in order that I may reply to them or that they may be investigated.

I am, sir, very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Hon. GEO. M. ROBESON,
Secretary of the Navy, Washington.

EAST BOSTON, *October* 16, 1875.

SIR: I am in receipt of a letter from Benj H. Samson, foreman of shipwrights in charge, under date of the 14th instant, in which he states that you desired to know the time, as near as possible, when my contract on the United States sloop Adams will be completed.

In reply, I beg to say that much delay and loss to me has been caused by the difficulty I have found in prosecuting the work in the yard under your command, owing to your withholding from me the "facilities of the yard" to which I am entitled under my contract with the Government, and also in the manner of delivering materials according to your ruling.

It is impossible for me to inform you when my contract will be completed, as it depends much upon the time that the "equipment department," and all others under you shall finish their part of the work.

Very respectfully, your obedient servant,

DONALD McKAY.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant United States Navy-Yard, Boston, Mass.

OCTOBER 18, 1875.

SIR: I am just in receipt of yours of the 16th instant, in which you say, in reply to Mr. Samson's communication of the 14th, "In reply, I beg to say that much delay and loss to me has been caused by the difficulty I have found in prosecuting the work in the yard under your command, owing to your withholding from me the "facilities of the yard," to which I am entitled under my contract with the Government, and also in the manner of delivering materials according to your ruling." As these are distinct allegations that I have caused you pecuniary loss, have delayed your work, and prevented you from fulfilling your contract with the Government, I have to request that you make your accusations specific, in order to defend myself against them. An early answer is requested.

Very respectfully, &c.,

ED. T. NICHOLS, *Commandant.*

DONALD McKAY, Esq.,
East Boston.

EAST BOSTON, *October* 22, 1875.

SIR: Yours of the 18th instant received; contents noted. I beg to say that your order of the same date to the naval constructor's office, prohibiting the delivery of material to me to go out of the yard after 2 o'clock, to which I am entitled under my agreement with the Government, proves to me that this is not the proper time for me to answer your letter in detail as requested.

I would further say that your action is delaying the work on the ships and causing me loss for which I shall be compelled to make a claim on the Government.

Very respectfully, your obedient servant,

DONALD McKAY.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY-YARD, BOSTON,
Commandant's Office, October 23, 1875.

SIR: I am in receipt of your letter of the 22d instant, in reply to mine of the 18th, in which you say that "your order of the same date to the naval constructor's office, prohibiting the delivery of the material to me to go out of the yard after 2 o'clock, to which I am entitled under my agreement with the Government, proves to me that this is not the proper time for me to answer your letter in detail, as requested." I beg leave to inform you that no such order has been issued by me. In a conversation with one of the clerks of this office, I spoke of issuing an order that *passes* should be brought in for my signature not later than 2 o'clock, but no such order was issued. But even supposing that such order had been issued, I cannot see why it should have prevented you from giving an answer in regard to accusations made two days *before* its issue, and relating to matters in the past. I beg to remind you that since you have been at work upon the Adams and Essex, under your agreement with the Navy Department, you have never made complaint to me of any obstructions or delays caused by any orders that I had given, or was supposed to have given. Had any such complaint been made, you well know that it would have received attention. The correspondence will be submitted to the Department, for such action as may be deemed proper by it.

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commandant.

DONALD McKAY, Esq., *East Boston.*

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 23, 1875.

SIR: I am informed by Mr. McKay that an order has been issued by me prohibiting the delivery of material to him after 2 o'clock. I am not aware of having given any such order, and it has probably arisen from a conversation I had with one of the clerks of this office in regard to fixing an hour beyond which I would not sign passes. If any such order has been received, it was inadvertently issued. Material will be delivered to Mr. McKay as usual.

Respectfully, &c.,

ED. T. NICHOLS,
Commandant.

Mr. BENJ. H. SAMSON,
Foreman of Shipwrights, in charge of Construction Department.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, October 23, 1875.

SIR: In reply to your inquiry as to whether the Government is to find material for graving the bottom of the Adams, "as Mr. McKay objects to furnishing it," I would say that the coppering of that vessel, being a part of the *building*-contract, and not of the agreement to finish her, Mr. McKay should, in my opinion, furnish the above material under his original contract; but as he refuses so to do, you will furnish it, to avoid delay, and charge it to his account, subject to the decision of the bureau.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Mr. B. H. SAMSON,
Foreman of Shipwrights, in charge of Construction Department, Navy-Yard, Boston.

[Telegram.]

WASHINGTON, D. C., *October* 25, 1875.

To COMMANDANT NAVY-YARD, *Charlestown, Mass.:*

The Adams will be coppered as per contract.

I. HANSCOM,
Chief of Bureau.

No. 205.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 25, 1875.

SIR: I am just in receipt of the bureau's telegram of this date, directing that the Adams be coppered according to contract. I infer from this telegram that some application or reference to the bureau has been made outside this office.

The only point that has been raised about the coppering of that vessel, that I am aware of, was a report made to me by the foreman of shipwrights, to the effect that the contractor, Mr. McKay, refused to furnish the material for graving the bottom, and my decision was that, although the coppering of the vessel was apparently embraced in the first contract by which Mr. McKay was to furnish all material except the frame, I would order, and did order, the material to be furnished, rather than give him the opportunity of making a frivolous charge of delay. Mr. McKay has already made a general allegation against me of delaying him and causing him loss, for which he will be obliged to bring a claim against the Government. The matter has been submitted to the honorable Secretary. I would here say that Mr. McKay has never to my knowledge been in my office, and has never made any complaint to me of any acts of mine or of others since his original contract. I consider the absence of Mr. Easby at this time as very detrimental to the interests of the service, Mr. Samson, the foreman, being necessarily almost entirely ignorant of what has been done and what questions have been raised under the agreement, and Mr. McKay seeming strongly inclined to raise questions.

Very respectfully, your obedient servant,

ED. T. NICHOLS.
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, Washington.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, October 23, 1875.

SIR: Please find inclosed a communication from Mr. Donald McKay, desiring a survey on the masts and spars and iron-work connected with them for the United States sloops Adams and Essex, in order that a report may be made whether the contract has been complied with, &c., which I respectfully refer to you.

I also desire to ask you if the Government is to find material for graving the bottom of the Adams, as Mr. McKay objects to furnishing it.

Very respectfully,

BENJ. H. SAMSON,
Foreman of Shipwrights, in Charge.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant.

EAST BOSTON, *October* 22, 1875.

DEAR SIR: Please order a report in detail on the condition of the masts and spars and iron-work connected with them, for the sloops Adams and Essex, if well made, and according to the spar-list.

Yours respectfully,

DONALD MCKAY.

BENJ. H. SAMSON, Esq.,
Foreman of Shipwrights in Charge.

[*Indorsement.*]

Respectfully returned to Mr. Samson, with the opinion that there is nothing in the agreement which calls for any such examination and report. The agreement provides distinctly that the naval constructor or assistant shall be the inspectors of all work. Furthermore, that Mr. Samson has no authority to order any examination or report, but if Mr. McKay desires any other examination than is provided for in the agreement, he should address his application to the commandant.

Respectfully,

ED. T. NICHOLS,
Commandant.

NAVY-YARD, BOSTON, *October* 23, 1875.

EAST BOSTON, *October* 27, 1875.

SIR: In reply to my request made to B. H. Samson, esq., acting constructor in charge, for an examination and report upon my work on the sloops Adams and Essex, I am informed, through a communication from you to him, that he has no authority to order an examination or report thereon.

I beg to say that if I am under a misapprehension regarding this matter, I owe you an apology.

You make reference to my agreement. I would say, in reply, that I desire no other examination or report than is provided for in said agreement. I am entitled to an inspector of all work in progress, that it may be examined as it progresses, and I have information whether it is done according to contract or not. Please inform me to whom I shall apply as inspector of my work, with authority, as the interest of the Government as well as my own demands it.

Very respectfully, your obedient servant,

DONALD McKAY.

Commodore EDWD. T. NICHOLS, U. S. N.,
Commandant United States Navy-Yard, Boston, Mass.

The letter to which this letter refers is dated the 27th instant.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, October 28, 1875.

SIR: In reply to your communication of this date, wherein you state, "In reply to my request made to B. H. Samson, esq., acting constructor in charge, for an examination and report upon my work on the sloops Adams and Essex, I am informed, through a communication from you to him, that he has no authority to order an examination or report thereon," I regret to say that the above is not a correct statement of facts; for whereas you, in your letter of this date, speak of an "examination and report upon my work on the sloops Adams and Essex," in your communication to Mr. Samson of the 22d instant you request that gentleman to "order a report in detail on the condition of the masts and spars and ironwork connected therewith, &c., &c." It is to be regretted that before penning your letter of the 27th instant, you did not more carefully and understandingly read my indorsement upon your note to Mr. Samson, for it seems to me that if you had done so, you would not have fallen into the error that he had no authority to "report upon" your work; the language of my indorsement is that "Mr. Samson has no authority to order any examination or report."

You allude to my reference to the agreement, and say that you desire no other examination or report than is provided for in said agreement. I beg leave to assure you that I find the following language in the agreement: "And it is further mutually understood that the work shall be done in the best manner, equal in all respects to any done upon vessels built in United States navy-yards by days' work, and shall be completed to the satisfaction of the superintending naval or assistant naval constructor, (who shall have full power to reject any bad or imperfect work in any stage of its progress,) and of the bureau." Both naval constructors being absent, Mr. Samson, by virtue of the authority of the bureau, becomes the superintendent of your work, but the tenor of your request to him to "order a report in detail" seems to imply either a want of confidence in him, or a desire to get something not provided for in the aforesaid agreement. I cannot find in the agreement any authority for such examination as you request, and will therefore refer the matter to the bureau for its action. In the mean time, in answer to your request to be informed as to whom you are to apply as inspector of your work, I would say that Mr. B. H. Samson, foreman of shipwrights, is, by the authority of the bureau, designated as the person to perform the duties of naval or assistant naval constructor, in their absence.

Very respectfully, yours,

ED. T. NICHOLS,
Commandant.

DONALD McKAY, Esq.,
East Boston.

No. 208.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 28, 1875.

SIR: I beg leave to submit the inclosed correspondence for the consideration of the bureau. By order of the bureau, Mr. Samson is performing the duty of naval constructor, not only in all matters pertaining to the yard, but also in all matters pertaining to the contract or agreement with Mr. McKay. I am not aware that Mr. Samson has in any way neglected his duty in this matter; if he has Mr. McKay has never brought it to my notice.

The request of Mr. McKay to Mr. Samson to "*order* a report in detail" upon the spars, &c., is not warranted by the terms of the agreement, which gives the superintendent the power at any time to reject any work and provides for no other inspection. In his letter of yesterday he speaks of his request as for an "examination and report upon my work on the sloops Adams and Essex," when in fact his request was for a detailed report upon the spars, &c. Furthermore he asserts that, by my decision Mr. Samson had no authority to "order an examination or report thereon." My indorsement is: "Mr. Samson has no authority to order any examination or report." The little comma inserted by Mr. McKay after "examination," and the following words "or report thereon," very ingeniously changes the sense of my indorsement to suit his own views, or to bolster up his complaint.

Mr. McKay's letter of October 27 is disingenuous; his complaints have no foundation within my knowledge, and he seems to be taking advantage of the absence of the duly appointed superintendent to spring questions and raise issues for which there is no warrant or occasion.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, &c., Washington.

UNITED STATES NAVY-YARD, BOSTON,
Naval Construction Office, October 27, 1875.

SIR: As the contract between the Government and Mr. D. McKay does not specify in regard to the oars for the boats of the United States sloop Adams, I would respectfully ask whether the Government or Mr. McKay is to furnish them.

Very respectfully,

BENJ'N H. SAMSON,
Foreman of Shipwrights, in Charge.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston, Mass.

No. 206.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 27, 1875.

SIR: Foreman of shipwrights, B. H. Samson, has referred to me the question whether or not the contractor or the Government is to supply oars for the boats of the Adams. I find by reference to the agreement with Mr. McKay that he is to furnish boats and spars, but no mention is made of oars. Will the bureau be pleased to inform me on this point?

Respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Chief-Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, &c., Washington.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
October 29, 1875.

SIR: Referring to your letter of the 27th instant, (No. 206,) relative to furnishing oars for the boats of the Adams, as oars are regarded as outfits, they will be furnished by the Government and not by the contractor for the boats.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, November 1, 1875.

SIR: I forward herewith, for transmission to the Bureau of Construction and Repair, triplicate bills for Mr. Donald McKay, of $5,000 each, being the fourth installment on the United States sloop Essex, and the third on the United States sloop Adams, as per contract, dated April 17, 1875.

Very respectfully,

I. F. HANSCOM,
Assistant Naval Constructor, United States Navy.

Commodore ED. T. NICHOLS,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, November 1, 1875.

SIR: The plans for the United States sloop Adams and class call for four water-tanks for each vessel, to contain 3,512 gallons. We have tanks in store, four of which hold 3,382 gallons, leaving a deficiency of 130 gallons.

I would respectfully recommend that we may be allowed to substitute the tanks on hand for those shown on the plans.

Very respectfully,

I. F. HANSCOM,
Assistant Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant.

No. 213.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 2, 1875.

SIR: The inclosed copy of letter from the assistant naval constructor, recommending certain changes in regard to the water-tanks to be furnished the Adams, is respectfully submitted for the action of the bureau.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, &c., Washington, D. C.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
November 4, 1875.

SIR: Referring to your letter of the 2d instant, (No. 213,) relative to water-tanks for the Adams, the four tanks in store will be substituted for those shown on the plans, as recommended by you.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 215.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 3, 1875.

SIR: I forward herewith bills in triplicate, in favor of Donald McKay, for $5,000 each, being the fourth installment on the United States sloop Essex, and third installment on the United States sloop Adams, as per contract dated April 17, 1875.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

[Telegram.]

WASHINGTON, D. C., *November* 9, 1875.

To Commandant NAVY-YARD,
Charlestown, Mass.:

Are the Thiers automatic ventilator, bilge-pumps, &c., on board the Adams and Essex, satisfactorily completed and in perfect order?

I. HANSCOM,
Chief of Bureau.

No. 226.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 10, 1875.

SIR: I forward herewith copy of report of Assistant Naval Constructor Hanscom, relating to Thiers' ventilators, &c., for the Adams and Essex, in answer to bureau telegram of 9th instant.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, November 10, 1875.

SIR: Referring to the telegram from the bureau of the 9th instant, in relation to the completion of Theirs' ventilators, &c., on the Adams and Essex, I respectfully report that the one on the Adams is completed, and that on the Essex it only remains to fill the pipe with quicksilver.

Very respectfully,

I. F. HANSCOM,
Assistant Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 13, 1875.

SIR: Referring to your letter of the 10th instant, (No. 226,) inclosing copy of report on "Theirs' ventilator, alarm, and bilge-pump," erected on each of the vessels, Adams and Essex, a bill has been approved by the bureau for $2,400, (being $2,000 for ventilator of the Essex, and $400 for balance due on ventilator of the Adams,) payable to P. D. Roddey & Co., agents.

This bill has been approved with the understanding and condition that Messrs. Roddey & Co. are to put the necessary water and quicksilver in the ventilator of the Essex before the vessel goes to sea.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[Telegram.]

WASHINGTON, D. C., *November* 16, 1875.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

The Adams and Essex are wanted at an early day. Afford Mr. McKay all the facilities referred to in his agreement.

I. HANSCOM,
Chief of Bureau.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, November 17, 1875.

SIR: I respectfully recommend that light wooden bitts be fitted to the gun-deck of the Adams and Essex in place of the metal towing-bitts, which interfere with the lead and the proper belongings of the main-topsail braces.

Very respectfully,

F. L. FERNALD,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 235.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 18, 1875.

SIR: I forward herewith, for the action of the bureau, copy of letter from Naval Constructor Fernald, in regard to fitting wooden bitts to the gun-deck of the Adams and Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, November 19, 1875.

SIR: In reply to the letter of Captain Truxton, of the 21st ultimo, relative to the space allowed for the bake-oven on board of the Vandalia, Adams, and Essex, I respectfully state that the height of the ovens for each vessel must not exceed 5 feet, including the legs. The other dimensions may be as required.

Very respectfully,

F. N. FERNALD,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 238.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 20, 1875.

SIR: I forward herewith triplicate bills in favor of Donald McKay, for $5,000 each, being the fifth installment on the United States sloop Essex, and fourth installment on the United States sloop Adams, as per contract dated April 17, 1875.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

[Telegram.]

BOSTON, *December* 2, 1875.

To CHIEF OF BUREAU OF CONSTRUCTION,
Washington:

Bureau of Steam Engineering informs of shipment of engine for cutter of Essex. Mr. Easby informs me that no steam-cutter is being built at Portsmouth for that vessel. Shall we build one here on the molds and plans of that for the Adams?

E. T. NICHOLS.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
December 3, 1875.

SIR: The bureau does not propose to provide a steam-cutter for either the Adams or Essex.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, December 6, 1875.

SIR; Referring to the bureau letter of the 3d instant, relative to steam-cutters for the Adams and Essex, I respectfully report that none has been commenced for the Essex, but

Mr. McKay has one nearly finished on his contract for the Adams, and I understand the Steam Engineering Department has the engine and boiler nearly ready.

I desire to know whether the one for the Adams shall be completed.

Very respectfully,

J. W. EASBY,
Naval Constructor, United States Navy.

Commodore E. T. NICHOLS.
Commandant Navy-Yard, Boston, Mass.

No. 250.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 7, 1875.

SIR: I forward herewith, for the action of the bureau, copy of letter from naval constructor in regard to a steam launch for the Adams.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, December 18, 1875.

SIR: I forward herewith, for transmission to the Bureau of Construction and Repair, triplicate bills for Mr. Donald McKay of $10,000, being the sixth and seventh installments on the United States sloop Essex, as per contract dated April 17, 1875.

Very respectfully,

J. W. EASBY,
Naval Constructor, United States Navy.

Commodore ED. T. NICHOLS,
Commandant Navy-Yard, Boston, Mass.

No. 259.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 20, 1875.

SIR: I forward herewith triplicate bills in favor of Donald McKay for $10,000, being the sixth and seventh payments on account, for completing the United States sloop Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY-YARD, BOSTON,
Commandant's Office, March 22, 1876.

SIR: I forward herewith bills in triplicate in favor of Donald McKay, being the eighth payment in completing the United States sloop Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

No. 354.] NAVY DEPARTMENT, BUREAU OF EQUIPMENT AND RECRUITING,
Washington, October 7, 1875.

SIR: Your No. 374, of the 4th instant, has been received.

If the two other boats of the Vandalia cannot be fitted with the Shaw boat-detaching apparatus you will please apply the four apparatus to be sent to your station to boats belonging to the new vessels, and forward the necessary dimensions to Mr. Shaw.

Very respectfully, your obedient servant,

R. H. SHUFELDT,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, October 9, 1875.

COMMODORE: In obedience to the order from the Bureau of Equipment and Recruiting dated October 7, 1875, I respectfully forward, for transmission to Mr. Shaw, the length between ring-bolts, and weight, of boats of the United States steamers Adams and Vandalia, the boats of the United States steamer Essex being built at Portsmouth navy-yard.

Very respectfully,

BENJ. H. SAMSON,
Foreman of Shipwrights, in Charge.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

Dimensions of boats.

UNITED STATES STEAMER ADAMS.

Whale-boat.—Length between ring-bolts, 25 feet 6 inches; weight, 1,000 pounds.
Second cutter.—Length between ring-bolts, 23 feet 2½ inches; weight, 1,600 pounds.

VANDALIA BOATS.

First cutter.—Length between ring-bolts, 27 feet; weight, 2,500 pounds.

NOTE.—The third cutter stows in working-launch. The United States steamer Essex boats being built at Portsmouth navy-yard; the lengths are the same as the Adams.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 15, 1875.

SIR: In addition to the two boats of the United States steamer Adams to be fitted with your detaching apparatus, I am authorized by the Bureau of Equipment and Recruiting to order from you the apparatus for two boats of the United States steamer Essex, the lengths and weights of which are the same as those of the Adams, as stated in my letter of the 11th instant.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

F. SHAW, Esq.,
913 *and* 915, *Ridge avenue, Philadelphia, Pa.*

No. 344.] UNITED STATES NAVY-YARD, BOSTON, MASS.,
Equipment Office, October 14, 1875.

COMMODORE: In preparing allowance of stores for the Adams and Essex there is a question as to the classification of these vessels. The allowances established for vessels under the cognizance of the Bureau of Equipment and Recruiting would classify the Adams and Essex as fourth-rates, screw-steamships below 800 tons, while these vessels are classed in Naval Register, 1875, under the heading third-rates, 650 tons.

Very respectfully,

S. B. LUCE,
Captain and Equipment Officer.

Commodore ED. T. NICHOLS, *Commandant.*

No. 374.] BUREAU OF EQUIPMENT, ETC.,
Washington, October 16, 1875.

SIR: Your No. 415, of the 14th instant, has been received. The Adams and the Essex being classed by the Department third-rates, the allowance of equipment-stores is to be furnished to these vessels accordingly.

Very respectfully,

R. W. SHUFELDT, *Chief of Bureau.*

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston, Mass.

No. 457.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 13, 1875.

SIR: I am in receipt of telegraphic orders from Bureau of Construction to have the Vandalia ready for sea by December 1. I telegraphed you to-day the time required in equipment, and inclose copy of equipment officer's report. The ship cannot possibly be ready in the construction before the 15th proximo, and still later in the steam-engineering. I have ordered work stopped on the Adams and directed all available put on the Vandalia. But a larger force cannot be employed with the limited allowance of funds, unless by stopping the rope-walk, which is largely in arrears on orders.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Capt. R. W. SHUFELDT, U. S. N.,
Chief of Bureau of Equipment, &c., Washington, D. C.

No. 410.] NAVY DEPARTMENT,
BUREAU OF EQUIPMENT AND RECRUITING,
Washington, November 15, 1875.

SIR: Your No. 457, of the 13th instant, has been received. The bureau telegraphed you this morning to have the Vandalia ready in equipment with the other bureaus, and to take on the necessary force, if required.

The bureau desires the equipment work of fitting the Adams and the Essex to be proceeded with in time with other bureaus.

A requisition for additional funds for above purposes, if necessary, will be approved by the bureau when submitted.

Very respectfully,

R. W. SHUFELDT,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Ordnance Office, July 7, 1875.

COMMODORE: I have the honor to forward herewith a list of guns selected for the batteries of the United States steamers Adams and Essex for the approval of the bureau.

I am, sir, your obedient servant,

GEO. BROWN,
Commander U. S. N., Inspector of Ordnance.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, BOSTON, MASS.,
Ordnance Office, July 27, 1875.

COMMODORE: Referring to my letter of the 7th instant, forwarding for the approval of the bureau the list of guns selected for the Adams and Essex, my attention has since been called to the fact that IX-inch, Nos. 359 and 366, have had quite a large number of fires. An examination of the records of this office shows that No. 359 has been fired 310 times, but taking the descriptive list of the Severn's battery, dated August 31, 1869, and report of endurance, dated December 31, 1871, it would appear that the record of this office is correct in regard to this particular gun. With No. 366 there is an error in the record, but not attributable to any fault in this office. The record shows only 148 fires against this gun, which is the same number of fires reported by Commander Fitzhugh, of the Severn, in his report of endurance of guns, dated December 31, 1871. An examination of the descriptive list of the Severn's battery, dated August 31, 1869, shows the estimated number of fires as 200.

I have taken vent-impressions of the two guns referred to, have star-gauged them, and also searched their vents and examined the bores with a reflector. The vent-impressions of both show considerable enlargements, but the wearing away is comparatively regular; that is, not much corrugated, and, in my opinion, is not of such a character as to cause any apprehension. The star-gauging exhibits no very great general or extended enlargement of the bores, and agrees with the report of star-gauging made in January, 1872. The surface of the bore of No. 359 has as many as eleven indentations in it, which, from their character, must have been made by grape, as they are circular in outline and differ in every respect

from indentations or corrugations made by the bursting of shell. I inclose herewith report of endurance and descriptive list referred to.

I am, sir, your obedient servant,

GEO. BROWN,
Commander U. S. N., Inspector of Ordnance.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

BUREAU OF ORDNANCE,
Navy Department, Washington City, September 7, 1875.

SIR: The bureau has ordered to be prepared and sent from the navy-yard in this city to the yard under your command pivot-circles and sockets of 156-inch pivot distance, for the XI-inch of Vandalia, and for the Adams and Essex of 142-inch pivot distance; also, rail-sockets for short Gatling gun.

I am, sir, your obedient servant,

WILLIAM N. JEFFERS,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON, MASS.,
Ordnance Office, September 10, 1875.

COMMODORE: Referring to the bureau's letter of the 7th instant, informing you that pivot-circles and sockets have been ordered for the Vandalia, Essex, and Adams, I would respectfully state that there are a sufficient number of sockets on hand for those vessels. Many of them require shortening only, which work can be done here. In this connection I would suggest that the circles should be sent to the yard without the screw-holes drilled.

I am, sir, your obedient servant,

GEO. BROWN,
Commander U. S. N., Inspector of Ordnance.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant.

BUREAU OF ORDNANCE,
Navy Department, Washington City, October 30, 1875.

SIR: Referring to requisition of 28th instant, No. 44, the chief has observed that the powder-passing scuttles on the Swatara and Alert have been badly placed, and does not think it advisable to cut the decks for them. Please examine whether they cannot be placed in the hatchways on the Vandalia, Adams, and Essex, and report to the bureau before filling the requisition.

I am, sir, your obedient servant,

WILLIAM N. JEFFERS,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON, MASS.,
Ordnance Office, November 5, 1875.

SIR: Referring to the bureau's letter of the 30th ultimo, relative to placing powder-passing scuttles on board the Vandalia, Adams, and Essex, I have the honor to report that the hatchways of those vessels can be used in place of passing-scuttles. Four scuttles will be required for magazine-hatches; but should there be any delay in sending them, I can use the four belonging to the Wachusett.

I am, sir, respectfully, your obedient servant,

GEO. BROWN,
Commander U. S. N., Inspector of Ordnance.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, March 16, 1875.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Steam-Engineering:

I forward herewith, as required by bureau's letter of the 11th instant, report of the board appointed to examine the stern-bushing of the Essex.

ED. T. NICHOLS,
Commodore and Commandant.

No. 26.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, March 11, 1875.

SIR: Please appoint Chief Engineers H. H. Stewart and Farmer, with Passed Assistant Engineer W. D. Smith, a board to examine the stern-bushing of the Essex, and report whether, in their opinion, it is advisable to use the same or not, as it has been condemned by Chief Engineer De Valin, and the contractors have appealed from his decision to the bureau.

The letter and tracing from the Atlantic Works are forwarded herewith, for the information of the board, and should be returned with their report.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY YARD, BOSTON,
Commandant's Office, March 13, 1875.

GENTLEMEN: In accordance with the inclosed letter from the Bureau of Steam-Engineering, you are hereby appointed a board to examine and report upon the stern-bushing of the Essex. Please return the inclosed papers with your report.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief-Engineer H. H. STEWART, U. S. N.,
Chief-Engineer EDW. FARMER, U. S. N.,
Passed Assistant Engineer W. D. SMITH, U. S. N.,
Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Chief Engineer's Office, March 16, 1875.

SIR: In obedience to your orders of the 13th instant, we have carefully examined the stern-bushing of the Essex, and have to report that, upon partially removing the bushing, we find the checks or fractures through the flange, as shown on the accompanying tracing, extend into the sleeve several inches. There is also a crack 8 inches long in the sleeve, which does not extend through the flange.

We are decidedly of the opinion that it would not be advisable to use it.

Very respectfully,

H. H. STEWART,
Chief Engineer, U. S. N.
EDWARD FARMER,
Chief Engineer, U. S. N.
WALTER D. SMITH,
Past Assistant Engineer, U. S. N.

Commodore ED. T. NICHOLS, U. S. N., *Commandant.*

No. 36.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, April 14, 1875.

SIR: It is the desire of the bureau to use a pipe of wrought iron in the place of the brass one, where the feed-pipe passes through the up-takes of the United States steamer Essex, the

machinery for which is being constructed by the Atlantic Works; to avoid making a bill o extras by the contractors, you will please have made a set of pipes, such as are to be used on the boilers of Vandalia, and turn them over to the contractors to be attached. The rejected pipe to be the property of the bureau.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 50.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, D. C., June 9, 1875.

SIR: Permission has been given the Atlantic Works, East Boston, Mass., to deliver in the Boston navy-yard the stores, spare pieces, &c., according to contract, for the Adams and Essex. Please direct that they be received and held for these vessels.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 59.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, June 11, 1875.

SIR: It is deemed advisable that the Adams be coaled as soon as practicable for the contract trial, which is expected to begin on or about the 18th instant. Chief Engineer Loring thinks there should be at least forty tons on board the vessel before the trial begins, instead of hauling it to the wharf as used. Please give the necessary orders.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 63.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, June 17, 1875.

SIR: Chief Engineer Loring advises the bureau that there are no fireman at present on board the receiving-ship at Boston. Therefore, please direct the employment of such men as are necessary for this duty on the trial of the Adams. If these men can be obtained through the Atlantic Works to any better advantage, please authorize Chief Engineer Loring to procure them in this way by such arrangements regarding their pay as he shall deem proper.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

[The Western Union Telegraph Company, Washington, D. C., 1875. 1.40. June 30.]

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard:

Close trial of Adams engines as soon as board are satisfied that it has shown itself desirable and efficient.

WM. W. W. WOOD,
Chief of Bureau.

No. 71.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, July 8, 1875.

SIR: The bureau has ordered from Walton Brothers, New York, the necessary steam-radiators (patent noiseless) for the Adams and Essex, to be furnished complete, erected, and connected by them on board the vessels in the best manner, with all necessary pipes, couplings, &c., at the lowest market-rates for the radiators and smallest possible cost for the work.

Please direct that the usual facilities of the yard be afforded to expedite the work, and inform the bureau when the work is satisfactorily done, and forward bills for the same.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

Not reported upon specially, but indorsed on the bills that the work was satisfactory.

No. 72.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, July 8, 1875.

SIR: Referring to bureau letter of June 12, relative to applying the patent boiler attachments to the Adams, Essex, and Vandalia, the bureau would state that the work is to be done at our expense, but by Mr. E. H. Ashcroft, who is to make and fit these attachments complete. Please direct that the work be hurried to completion as rapidly as practicable.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, *U. S. N.*,
Commandant Navy-Yard, Boston, Mass.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, July 15, 1875.

I forward herewith the report of the board, appointed in accordance with bureau's letter of March 13, 1875, to witness the trial of the engines and machinery of the United States sloop Adams.

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief, W. W. W. WOOD, U. S. N.,
Steam-Engineering.

No. 28.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, March 13, 1875.

SIR: It has been determined to make the official steam-trials of the two iron sloops, Adams and Essex, at the Boston navy-yard.

Chief Engineer Charles H. Loring will be directed to report to you, as senior member of the board under whose supervision and direction the trials will be made. Other engineer officers will be ordered to report to you as members of the board and assistants thereto.

You will be pleased, when the machinery is reported ready for this purpose, to have the trials made under the following conditions:

The vessel will be secured to the dock, and be brought sufficiently by the head to raise the screw out of the water, so that by the decreased resistance a development of 560 horse-power by the engines will produce seventy revolutions per minute, uninfluenced by the current of the river.

The coal, which is to be anthracite, will be accurately weighed on its way to the dock and filled into bags of a fixed weight before it is put on board; this check will insure accuracy in the coal-account. If the coal has much slack in it, it will be separated before bagging. Any coal on board will be used in preparing the machinery for the trial, the amount to be carefully measured as it goes to the furnaces.

The contractors, by the terms of their contract, have the privilege of supplying their own engineers to manage the machinery during the trial, and if they elect to do so, the naval engineers will simply take the data necessary to fill the columns of the logs. Indicator-diagrams will be taken every half-hour from both ends of both cylinders. The steam-pressure is to be carried, during the trial, between seventy-five and eighty pounds per square inch above the atmosphere, if it can be maintained; if not, then at the highest possible pressure, the cut-off valves to be used to regulate this pressure, and varied, so as to equalize the work in the two cylinders. The trial will commence whenever it is thought by the contractor's agent and the board that they are in proper condition, and will extend through 144 hours of continuous running. Nothing will be permitted that is likely to injure the condition of the machinery.

It is not proposed to make trial of the cost of the horse-power in pounds of water, but, to obtain some idea of the future economy of the machinery, an accurate account of the consumption of coal will be kept.

The details for carrying into effect these instructions will be made by the board.

The board will carefully examine the specifications under which this machinery was built, and report whether all of its requirements have been performed, stating wherein deficiencies, if any, occur.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, June 22, 1875.

GENTLEMEN: In accordance with the order from the Bureau of Steam-Engineering, under date of March 13, 1875, you are appointed a board to witness and report upon the trial of the engines and machinery of the United States sloop Adams.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Engineer CHARLES H. LORING, U. S. N.,
Chief Engineer CHARLES E. DE VALIN, U. S. N.,
Chief Engineer EDWARD FARMER, U. S. N.,
Chief Engineer GEO. D. EMMONS, U. S. N.,
Chief Engineer JOSEPH TRILLEY, U. S. N.,
Naval Station, Boston, Mass.

BOSTON NAVY-YARD, *July* 12, 1875.

SIR: In obedience to your order of the 22d ultimo, to witness and report upon the trial of the engines and machinery of the United States steamer Adams, in accordance with the instructions of the Bureau of Steam-Engineering, dated March 13, 1875, we respectfully report as follows:

On the 22d of June, the contractors having reported ready, the fires were lighted, and on the 23d four members of this board commenced to keep the regular watches. The engines were run by the contractor's men. They were run slowly, with occasional stopping for adjustment, until 1 p. m. June 26, when the official trial was commenced.

Early in the run the board was made aware of a defect in the condenser, the feed-water rising to the temperature of 160° even when mixed with the salt-feed with a vacuum of from 16 inches to 18 inches. All the valves in the air and circulating pumps were examined and found to be in good condition. The feed-pumps would not work at such a high temperature, and it was necessary to feed in part with sea-water. This obliged the use of the surface-blow, and caused a loss of steam. The boilers, however, made steam freely, even with the added disadvantages of using poor coal and not using the full length of smoke-pipe. After the official trial had continued twelve hours, it was decided to stop and put in guide-plates to the circulating water-space for the purpose of better distribution of water.

The condenser being 5½ inches lower aft than forward, a large amount of water did not reach the air-pump, but lay cold in the bottom of the condenser.

For the purpose of draining this water, a 2-inch pipe was led from the lowest part to the air-pump channel-way below the foot-valves. As the after engine thumped considerably on the inboard center at fifty revolutions, the valve of that engine was re-adjusted by decreasing the lead, and the journals were also overhauled.

On the 8th instant the engines were started again, and have been run at intervals since,

but without any more satisfactory results. When set up so as not to thump, both crank-pins heat.

The vacuum and temperature of the feed-water are not improved. The Selden's purifier does not work well. The water does not pass through the filter fast enough for the pumps.

The steam-gauges furnished are not correct. They are of the Bourdon pattern, and we think the Lane's improved Bourdon gauge should be used. The gong has not been put up, and sufficient arrangements have not been made for lighting the fire-room. The shaft alley has not been made of iron as required by the specifications, but one has been made of wood by the constructor of the hull. The drainings are incomplete. There are no general plans or drawings showing the arrangements of pipes. Forty common thermometers, one mercurial high-pressure steam-gauge, and a speaking-tube from engine to fire-room, have not been furnished. Only one span-slipper for cross-head guides has been made, although two are called for.

The pipes are not properly supplied with drain-cocks. Drain-cocks called for in both ends of each boiler are not in place. The surface blow-pipes vibrate very much, and should be steadied. The engine-gallery is badly arranged, and it is difficult and dangerous to feel of the crank-pins while running. The middle journal is inaccessible, except by crawling under the condenser. Arrangements should be made for oiling the piston-rods and the indicator motion from the platform. An alteration should be made in the step-ladders, so that the nuts on the forward and after bearings of the crank-shaft may be reached with a wrench. Muntz-metal studs should be used in the glands of all composition-cocks and valves in place of iron. The attachment for wetting ashes should be changed to a less exposed place. The escape-pipe is secured to the hatch. It should have ½-inch clearance or it may be carried away at sea. Guards should be put on the feed pipes in the fire-room to prevent their being cut when the men are shoveling coal. There are some leaks about the boilers which should be stopped when the fires are hauled. When the ship is docked, the propeller should be trimmed where the casting is imperfect. The ash-whip requires a brass sheave for a fair leader. A right and left thread turn-buckle is required for tightening the friction-band. Provisions should be made for fitting and draining the water-jackets around the smoke-pipe. We would recommend that the position of the distiller be changed; but as it was put in according to the general plan, we think the offer of the contractors to change it for $195 is not unreasonable. No pulleys have been fitted to the disconnecting-clutches, as required by the specifications. The galvanized iron boiler-covering has not been painted except in the parts most easily reached, and we think that the whole covering should be painted with two coats of brown zinc paint. Steam being still on the vessel, we have not been able to examine the cylinders, valve-faces, and other wearing surfaces since the trial.

We are, very respectfully, your obedient servants,

CHAS. H. LORING,
Chief Engineer, U. S. N.
CHAS. E. DE VALIN,
Chief Engineer, U. S. N.
EDWARD FARMER,
Chief Engineer, U. S. N.
GEO. D. EMMONS,
Chief Engineer, U. S. N.
JOSEPH TRILLEY,
Chief Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, August 21, 1875.

I forward herewith the report of board appointed by the bureau for the trial of the engines of the Adams.

ED. T. ADAMS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Steam-Engineering.

No. 91.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, July 29, 1875.

SIR: Passed Assistant Engineer J. G. Brosnahan, No. 60 Second Place, Brooklyn, N. Y., and Assistant Engineer G. L. Gates, Portsmouth navy-yard, have been notified to report

to you as assistants to the board for the trial of the engines of the Adams, when you shall notify them that their services are required for said trial.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, July 20, 1875.

SIR: Chief Engineer Charles E. De Valin has been directed to report to you when the machinery of the Adams is ready for the second trial. Orders will be issued to him to report to you for duty, and also to Chief Engineer Trilley and Assistant Engineer Warren, whenever you shall notify them that their services are required. You will appoint a board composed of Chief Engineers De Valin, Farmer, and Trilley to conduct the trial, which will be continued as long as the board deems necessary to arrive at a satisfactory determination as to the character of the engine.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, August 9, 1875.

GENTLEMEN: You are hereby appointed a board to conduct the trial of the engines and machinery of the Adams. in accordance with the directions of the Bureau of Steam-Engineering, under date of July 20, 1875, copy of which is herewith inclosed.

You will please report the result of the trial in duplicate.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Engineer E. DE VALIN, U. S. N.
Chief Engineer EDWARD FARMER, U. S. N.
Chief Engineer JOSEPH TRILLEY, U. S. N.

UNITED STATES NAVY-YARD, BOSTON,
August 20, 1875.

SIR: In obedience to your order, dated August 9, 1875, a copy of which is herewith respectfully inclosed, to conduct the trial of the engines and machinery of United States steamer Adams, in accordance with the directions of the Bureau of Steam-Engineering, dated July 20, 1875, we beg to make the following report, viz:

Fires were lighted on the night of the 10th instant, and the engines were started on the morning of the 11th. New brasses having been fitted to the crank-pins, it was thought best to commence running at about thirty-eight revolutions, and increase the speed gradually until eight hundred horse-power should be developed. At each increase of speed the engines continued to work smoothly, and the journals kept cool. On Saturday, the 14th instant, at noon, it was decided to stop for the purpose of making some alterations in the main feed safety-valve, which began to give trouble as the speed was increased. At 12 meridian on the 16th instant, revolutions were increased to about fifty-four, and that speed was continued for twenty-four hours, as nearly as it was possible to regulate the fires; the highest number for any one hour being 56.4, and the lowest 50. There was a great improvement in the working of the engines when compared with the former trial. The journals worked smoothly, kept cool, and very little, if any, water was used on them. The performance of the condenser was better than on the previous trial, but was not as good as could be wished, the average vacuum being 21.63 for the twenty-four hours. When making fewer revolutions, 26″ was often shown. The temperature of the feed rose to an average of 134.95°, but the feed-pumps gave no trouble after its safety-valve had been adjusted.

The board being of the opinion that the machinery had been as thoroughly tested as it could be in a dock-trial, the engines were stopped on the 17th instant, at 1 o'clock p. m. Steam was kept up to test the tightness of the pistons, valves, and steam-jackets. While

inspecting the steam-jacket of the forward cylinder, a crack was discovered in the pass-over valve-chamber 8 inches long, a drawing of which, showing its location, is herewith inclosed. This board, under its instructions, does not feel warranted in taking any action in the matter beyond reporting it. The pistons are not perfectly tight, but we are of the opinion that it is not best to set the packing out at present. The valves are tight; the cylinders, valve-faces, crank-pins and their brasses, cross-head slides, and crank-shaft journals, except the forward end of the after one, are all smooth and wearing well.

The forward end of the front brass in the after journal mentioned above must have been heated in the former trial, and is slightly cracked, but not enough to be condemned. All of the deficiencies and defects mentioned in the report of the board convened by your order of the 22d of June, 1875, have been remedied, except in the matter of the condenser which has been described above. The boilers made steam freely. They are now being cleaned, and will be calked as soon as the cleaning is finished. The smoke-pipe was hoisted to the height of 50 feet above the grate.

We inclose a copy of the log and indicator-cards.

We are, very respectfully, your obedient servants,

CHAS. E. DE VALIN,
Chief Engineer.
EDWARD FARMER,
Chief Engineer.
JOSEPH TRILLEY,
Chief Engineer.

Commodore E. T. NICHOLS, U. S. N.,
Commanding Navy-Yard, Boston.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, August 27, 1875.

I forward herewith list of articles delivered to the contractors for the machinery of the United States steamer Adams.

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Steam-Engineering.

No. 79.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, July 17, 1875.

SIR: Some changes have been found necessary in the condenser of the Adams, with some other adjustments, &c., before it is accepted by the Government, and the contractors request that in testing this machinery, after making such changes, they may be supplied with the necessary coal, oil, waste, &c.

Please direct that they be accommodated as requested, and forward report of material, &c., used by them, with cost of same, to the bureau.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
CHIEF ENGINEER'S DEPARTMENT,
Inspector's Office, August 26, 1875.

SIR: In compliance with bureau's order of the 17th ultimo, regarding trial of machinery of United States sloop Adams by the contractors, after making certain alterations in adjustments, &c., and directing that they be furnished with coal, oil, waste, &c., and a list with co t of same forwarded to the bureau, I respectfully report that the following articles were issued for that purpose, viz:

84½ tons coal, (furnished by equipment)	$583 05
42 pounds oatmeal	71
60 pounds cotton-waste	9 00

95	gallons olive-oil	$133 00
8	feet gum-hose, 1¼ inch	7 28
½	gross circular lamp-wicks	1 14
100	common indicator-cards	1 66
3	lead-pencils, No. 3	10
4	drawing-tacks	24
		736 27

Very respectfully, your obedient servant,

H. H. STEWART,
Chief Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commanding Navy-Yard, Boston, Mass.

No. 101.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, September 14, 1875.

SIR: The Atlantic Works having completed their contract in all respects for the machinery of the United States sloop Adams, and requesting the bureau to relieve them from further care of same, you will please direct that the machinery be accepted at the Boston navy-yard, and that the same be kept in a proper state of preservation.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, October 5, 1875.

I forward herewith report of the board appointed by direction of bureau's letter of 16th ultimo, to conduct the trial of the engines and machinery of the United States sloop Essex.

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Steam-Engineering.

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, September 16, 1875.

SIR: The bureau is informed that the machinery of the United States sloop Essex is ready for trial, with the exception of painting, boiler-covering, &c., and that it is desired that the machinery be tried in its present condition. You will please direct the trial to be made in accordance with the same instructions issued March 13, 1875, for trial of the United States sloop Adams. A board of engineer officers have been ordered to report to you, with Chief Engineer Loring as senior member, under whose supervision and direction the trial will be made.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office September 18, 1875.

GENTLEMEN: By direction of the Bureau of Steam-Engineering, under date of the 16th instant, you are hereby appointed a board to conduct the trial of the engine and machinery of the United States steamer Essex, in accordance with the bureau's instructions of March 13, 1875, copy herewith inclosed.

Please report in duplicate.

Very respectfully,

E. T. NICHOLS,
Commodore and Commandant.

Chief Engineer CHARLES H. LORING, U. S. N.
Chief Engineer C. E. DE VALIN, U. S. N.
Chief Engineer EDWARD FARMER, U. S. N.
Passed Assistant Engineer JAMES BUTTERWORTH, U. S. N.

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, March 13, 1875.

SIR: It has been determined to make the official steam-trials of the two iron sloops, Adams and Essex, at the Boston navy-yard.

Chief Engineer Charles H. Loring will be directed to report to you as senior member of the board, under whose supervision and direction the trials will be made. Other engineer officers will be ordered to report to you as members of the board and assistants thereto.

You will be pleased, when the machinery is reported ready for this purpose, to have the trials made under the following conditions:

The vessels will be secured to the dock, and be brought sufficiently by the head to raise the screw out of the water, so that by the decreased resistance a development of 560 horse-power by the engines will produce 70 revolutions per minute uninfluenced by the current of the river.

The coal, which is to be anthracite, will be accurately weighed on its way to the dock and filled into bags of a fixed weight before it is put on board; this check will insure accuracy in the coal-account. If the coal has much slack in it, it will be separated before bagging. Any coal on board will be used for preparing the machinery for the trial, the amount to be carefully measured as it goes to the furnaces.

The contractors, by the terms of their contract, have the privilege of supplying their own engineers to manage the machinery during the trial, and if they elect to do so the naval engineers will simply take the data necessary to fill the columns of the logs. Indicator-diagrams will be taken every half hour from both ends of both cylinders.

The steam-pressure is to be carried during the trial between 75 and 80 pounds per square inch above the atmosphere, if it can be maintained; if not, then at the highest possible pressure; the cut-off valves to be used to regulate this pressure, and varied so as to equalize the work in the two cylinders. The trial will commence whenever it is thought by the contractor's agent and the board that they are in proper condition, and will extend through one hundred and forty-four hours of continuous running. Nothing will be permitted that is likely to injure the condition of machinery. It is not proposed to make trial of the cost of the horse-power in pounds of water, but to obtain some idea of the future economy of the machinery. An accurate account of the consumption of coal will be kept. The details for carrying into effect these instructions will be made by the board.

The board will carefully examine the specifications under which the machinery was built, and report whether all of its requirements have been performed, stating wherein deficiencies, if any, occur.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

UNITED STATES NAVY-YARD, BOSTON,
October 2, 1875.

SIR: In obedience to your order dated September 18, 1875, to conduct the trial of the engines and machinery of the United States steamer Essex, in accordance with the instructions of the Bureau of Steam-Engineering, dated September 16, 1875, a copy of which is herewith inclosed, we respectfully report as follows:

Fires were lighted on the morning of the 21st of September, and the engines started in the forenoon of the same day. A steam-trial having been previously made by the contractors, the speed was easily put up to 47 revolutions, which was afterward increased to 52.27 for thirty hours, and on the last day's trial, for the last three hours, an average of 57.44 was obtained without any inconvenience. The journals worked smoothly and kept cool without the use of water. From the commencement of the trial only about one-half of the feed-water would run to the filter, and the trial was interrupted twice to remedy this defect, which was finally done by weighting the overflow valves with spiral springs for the purpose of increasing the pressure in the hot well. The discharges from the traps draining the steam-drums and cylinder-jackets were changed from the filter to the hot well with good results. The coal for the last eleven hours of the trial was put into bags containing each the same weight, before being sent on board. It was sent below under the personal supervision of an assistant engineer, and the accuracy of the record of the log may be relied upon. During these eleven hours, indicator-diagrams were taken every half hour, and from them the average horse-power is found to be 755.37. The coal for the period was 2,185 pounds, or a cost of 2.89 pounds per hour per indicated horse-power, the ashes being 21.6 per cent. of the coal charged, and this with boilers incompletely covered and some loss of water requiring salt-feed and necessitating blowing to keep saturation down. It was found possible to maintain a vacuum of 25½ inches, but the engines appeared to make a better performance with a less vacuum than this, and it was so carried. The clearance at the ends of the air-pump is partly filled with wood.

We would recommend that hollow iron-castings be used to replace the wood.

The journals worked so satisfactorily that it was decided not to take out the brasses for examination.

The cylinder and valve-faces are smooth and wearing well, except the forward valve-seat which is somewhat cut, and should be scraped by the contractors. We do not enumerate the unfinished work and outfit not yet furnished, as it is not claimed that the machinery, &c., is completed.

We will forward a copy of the log for the most important part of the run, as soon as it can be copied, with the indicator-diagrams.

We have the honor to be, very respectfully, your obedient servants,

CHAS. H. LORING,
Chief Engineer, U. S. N.
CHAS. E. DE VALIN,
Chief Engineer, U. S. N.
EDWARD FARMER,
Chief Engineer, U. S. N.
JAMES BUTTERWORTH,
Passed Assistant Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commanding Navy-Yard, Boston.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, October 8, 1875.

I forward herewith report of board appointed to examine and report upon plan for relief of working of filter on the Essex.

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. Wood, U. S. N.,
Steam-Engineering.

No. 113.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, October 2, 1875.

SIR: Please appoint a board of five engineer officers (including Chief Engineer Loring) to examine and report upon plan for relief of working of filter on the Essex, and to state what is a fair cost for the same.

Also, please direct that such material as may be necessary for this work be furnished, together with such as may be required for the work of correcting the drain-discharges from steam-drums and jackets.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 5, 1875.

GENTLEMEN: In accordance with inclosed copy of letter from the Bureau of Steam-Engineering, you are hereby appointed a board to examine and report upon plan for relief of working of filter on the United States sloop Essex.

You will report in duplicate, stating what is a fair cost for the same.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Engineer H. H. STEWART, U. S. N.,
Chief Engineer C. H. LORING, U. S. N.,
Chief Engineer EDW. FARMER, U. S. N.,
Passed Assistant Engineer JAS. BUTTERWORTH, U. S. N.,
Assistant Engineer A. F. DIXON, U. S. N.,
Naval Station, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Chief Engineer's Office, October 7, 1875.

SIR: In obedience to your order, dated October 5, to examine and report upon a plan for relief of working of filter on the United States sloop Essex, in accordance with the order from the Bureau of Steam-Engineering, dated October 2, we respectfully report as follows:

We have examined and approve of the plan devised for the relief of the filter of the United States sloop Essex, and we consider $130 a fair cost for the work, the Bureau of Steam-Engineering furnishing the materials.

Very respectfully,

H. H. STEWART, *Chief Engineer.*
CHAS. H. LORING, *Chief Engineer.*
EDWARD FARMER, *Chief Engineer.*
JAMES BUTTERWORTH, *Passed Assistant Engineer.*
A. F. DIXON, *Assistant Engineer.*

Commodore E. T. NICHOLS,
Commandant.

No. 116.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, October 8, 1875.

SIR: Please furnish to the American Tube Works samples of ferrules used for tubes in boilers of the United States sloops Adams and Essex and Vandalia, to enable them to cut the proper threads in the new tubes ordered for these vessels; also, please loan to the above works the lathe-fittings used in cutting tubes for the Vandalia.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 118.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, October 14, 1875.

SIR: The bureau has this day accepted the offer of the Atlantic Works, copy of which is herewith inclosed.

Please give the necessary instructions to carry out this work, to be done under the superintendence of Chief Engineer Stewart.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant, Navy-Yard, Boston.

BOSTON, *October* 13, 1875.

DEAR SIR: The Atlantic Works hereby propose to alter the boilers of the sloops of war Adams and Essex as follows:

To take out thirty-two of the movable tubes, to ream out the back tube-sheet to the size of the tube, and replace them with new tubes furnished by the Department, one end with a ferrule as before, and the other end set with a roller expander. To take out the remaining six movable tubes in each boiler, and close up the holes with cast-iron plugs with a sunk recess for screwing them in; also, to take out three of the set-tubes in each boiler, and plug up the holes in the tube-sheets in a similar manner with cast iron screw-plugs, the twelve to be made tight and tested by hydraulic pressure. Also, to take out the smoke-stacks and cut six feet, more or less, off each section, making the stack, when extended to its full height, 48 feet above the grate-surface; to replace the same in the vessel, with the casing, umbrella, and guys all in their proper condition, and to the satisfaction of the inspecting engineer, on condition that the vessels be placed under the shears of the Government. We will perform the labor and furnish the material, with the exception of the brass tubes and ferrules, as above described, for the sum of $1,800 for each vessel, or $3,600 for the two vessels.

Hoping our proposal may be accepted, we are, very respectfully, your obedient servants,

ATLANTIC WORKS,
NELSON CURTIS, *Agent.*

W. W. W. WOOD, U. S. N.,
Chief of Bureau of Steam-Engineering, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Chief Engineer's Office, October 18, 1875.

SIR: I respectfully request that the United States steamer Adams be placed under the shears for the purpose of taking out the smoke-pipe; also, that men from the Atlantic Works be permitted to work on board of her, according to the contract made with the Bureau of Steam-Engineering, dated October 13, 1873.

Very respectfully,

EDWARD FARMER,
Chief Engineer.

Commodore E. T. NICHOLS, U. S. N.

COMMANDANT'S OFFICE,
Navy-Yard, Boston, October 21, 1875.

I forward herewith copy of letter from Chief Engineer Stewart, in regard to repairs necessary to the sliding clutch on the propeller-shaft of the United States sloop Adams, and asking whether the cost of the same shall be borne by the contractors or the Bureau of Steam-Engineering.

The instructions of the bureau are requested in the matter.

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Steam-Engineering.

UNITED STATES NAVY-YARD, BOSTON,
Chief Engineer's Office, October 20, 1875.

SIR: I have respectfully to report that the sliding-clutch on the forward end of the propeller-shaft of the United States sloop Adams was found set so tight that it could not be moved by the usual means; in driving a wedge between the couplings, the concussion of the blow caused the wrought-iron band (3″ by 1″) to break in the weld; the fracture shows the weld to have been very imperfect, and probably it had been shrunk on too tight, as the ends separated half an inch.

In order to reweld it, or put a new one on, the shaft will have to be moved aft far enough to permit of the clutch being taken off. As this will require considerable labor and expense, I request to be informed whether the bureau will consider the work shall be done by this department or by the contractors.

Very respectfully,

H H. STEWART,
Chief Engineer.

Commodore ED. T. NICHOLS,
Commandant.

No. 122.] NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, October 23, 1875.

SIR: Please direct the work referred to by Chief Engineer Stewart in his letter inclosed in your letter No. 241 of the 21st instant, as necessary to the sliding clutch on the propeller-shaft of the Adams, be done by and at the expense of this bureau.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

No. 120.] NAVY DEPARTMENT, BUREAU OF STEAM-ENGINEERING,
Washington, October 21, 1875.

SIR: The board that conducted the steam-trial of the machinery of the Essex reported that the main valve and seat of the high-pressure cylinder needed rescraping.

The contractors state that, in their opinion, so to do would be disadvantagous.

In the absence of Chief Engineer De Valin please direct one of the chief engineers of the yard to examine it, making his determination known to the contractors, who will be governed thereby.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Chief Engineer's Office, October 25, 1875.

SIR: In obedience to your order dated the 23d instant, I have made a careful examination of the main valve and seat of the high-pressure cylinder of the Essex, and find the valve slightly scored at the ends. The valve-seat is cut less than the valve.

This machinery was in operation several hours after the valve was examined by the board, and its appearance now indicates that it has a good bearing, and by use the cutting would soon disappear. In my opinion it would not be advantageous to rescrape it.

Very respectfully,

H. H. STEWART,
Chief Engineer.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 26, 1875.

SIR: By direction of the Chief of the Bureau of Steam-Engineering I inclose herewith, for your information and guidance, copy of the report of Chief Engineer H. H. Stewart, upon the main valve and seat of the high-pressure cylinder on the Essex.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

The SUPERINTENDENT ATLANTIC WORKS,
East Boston, Mass.

No. 128.] NAVY DEPARTMENT, BUREAU OF STEAM-ENGINEERING,
Washington, November 1, 1875.

SIR: Chief Engineer Loring informs the bureau that new ferrules are required to replace those destroyed in removing the screwed tubes from the Essex and Adams.

Please direct the chief engineer to procure the necessary ferrules for these vessels by getting prices from responsible brass-finishers in Boston and awarding to the lowest bidder.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Charlestown, Mass.

Direct the chief engineer to make a contract with same parties who covered boilers of Adams and Essex to cover boilers of Vandalia in same manner, with galvanized sheet-iron, the work to be done with all possible expedition.

WM. W. W. WOOD,
Chief of Bureau.

No. 269.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 16, 1875.

SIR: I forward herewith certificate of receipt and inspection of brass tubes received from the American Tube Works, as per bureau order of September 27, 1875.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S N.,
Chief of Bureau of Steam-Engineering, Washington, D. C.

No. 109.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, September 27, 1875.

SIR: Please have made the following changes in the tubing of the boilers of the Adams, Essex, and Vandalia: All the movable tubes, together with the three expanded tubes directly over the crown of the furnace, are to be removed, and such tubes only as are shown in the accompanying tracing are to be replaced. The tubes are to be No. 11 wire-gauge thickness, and fitted as shown in the drawing. The back tube-sheets are to be rebored to the diameter of the tubes, and the ends of the tubes at back connection are to be set with a dudgeon roller-expander. The holes in the tube-sheets, where the holes are omitted, are to be plugged in a thorough manner, as shown on tracing in red. The bureau has ordered from the American Tube Works 832 seamless drawn tubes, 6 feet 3¼ inches long, 2½ feet outside diameter, for this purpose. When received, inspected, and accepted, please so inform the bureau, that the proper credit may be given.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

No. 138.]

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, November 29, 1875.

SIR: A 6 by 6 Cutter engine, &c., complete, has been directed to be shipped at once from the Washington to the Boston navy-yard, for the Essex.

Respectfully,

WM. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 9, 1875.

SIR: Referring to the bureau's letter of the 7th instant, directing the reduction of force as soon as the Vandalia is ready for sea, I beg leave to submit herewith a statement of Chief Engineer Stewart in regard to work on the Adams and Essex. As the bureau's order authorizes work upon the Vandalia only, I do not feel justified in continuing it upon the Wachusett, Adams, and Essex, and have therefore ordered its discontinuance. The bureau's order also directs that the expenses of the department be reduced to an average of $5,000 per month for the fiscal year. Already, or at the end of the present month, $48,200 will have been spent, leaving a balance of $11,800 for the remaining six months, or $1,966 per month, a sum not more than sufficient to pay the permanent force.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Chief of Bureau of Steam-Engineering, Washington.

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, December 7, 1875.

SIR: With reference to the expenditures in the engineering department of the Boston navy-yard, the force now employed may be continued so long as can be worked to advantage on the Vandalia until her machinery is ready for sea, when you will please order said force reduced so that the average monthly expenditure for the fiscal year shall be brought within the allowance named in bureau's letter of June 30, *i. e.*, $5,000 per month.

This course is necessary in view of our limited appropriation.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY-YARD, BOSTON,
Chief Engineer's Office, December 9, 1875.

SIR: In obedience to your order, I have to report that to complete the engine department of the United States steamers Adams and Essex for sea, the following work is required, in addition to that being done by contract, viz: Adams: new valve-stems and springs on hot-well relief-valves; drain-pipes changed from filter to hot-well; guards on engine-room ladders; drain-cocks in piping; zinc slabs in boilers, drums, and hot-well; casting in air-pump to diminish space at each end; bunkers to be erected over and back of the boilers and altered to suit the wind apparatus; machinery, water-tanks, and coal-bunkers to be put in. Essex: Zinc slabs in boilers, drums, and hot-wells; bunkers to be erected over and back of the boilers and altered to suit the wind attachment. All the work mentioned in this report is now progressing, but will be suspended to-night in obedience to the bureau's order.

The coal-bunkers and their alterations will require the longest time; the whole, however, can be completed in fifteen days, if required.

I would also state that the coal-bunkers had to be removed to put the "wind attachments" on the boilers.

Very respectfully,

H. H. STEWART,
Chief Engineer.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, BOSTON,
Chief Engineer's Office, December 28, 1875.

SIR: I have to report for the information of the Bureau of Steam-Engineering that the "pass safety-valves" removed from the boilers of the Adams and Essex, in obedience to the verbal order of the chief of the bureau, have been returned with covers on them, and have been put in place on the boilers by Mr. E. H. Ashcroft.

Very respectfully,

H. H. STEWART,
Chief Engineer.

Commodore E. T. NICHOLS,
Commandant.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 28, 1876.

SIR: Chief Engineer Stewart reports that the pass safety-valves removed from the boilers of the Adams and Essex, in obedience to the verbal order of the chief of bureau, have been returned with covers on them and have been put in place on the boilers by Mr. E. H. Ashcroft.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief, W. W. W. WOOD,
Chief of Bureau of Steam-Engineering, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, February 9, 1876.

SIR: I forward herewith report of the board appointed to examine the duplicate parts, spares, &c., furnished by the Atlantic Works for the Essex, as required by bureau letter of 18th ultimo.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Chief of Bureau of Steam-Engineering.

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, January 18, 1876.

SIR: Please appoint a board to examine the duplicate parts, spares, &c., furnished by the Atlantic Works for the Essex, and to report whether all have been furnished as required by contract; and, if so, that the engines be formally accepted from the contractors.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY-YARD, BOSTON,
February 8, 1876.

SIR: We have the honor to report that, in obedience to your order of the 20th ultimo, we have examined the duplicate parts, spars, &c., furnished by the Atlantic Works for the Essex, and find them to have been furnished as required by contract.

Very respectfully, your obedient servant,

RICHARD M. BARTLEMAN,
Chief Engineer, U. S. N.
EDWARD FARMER,
Chief Engineer, U. S. N.
JAMES BUTTERWORTH,
Passed Assistant Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N,
Commandant Navy-Yard, Boston.

No. 43.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 7, 1876.

SIR: I forward herewith, as required by bureau-letter of the 2d instant, the bill of E. H. Ashcroft for $143, bearing the certificate of Chief Engineer R. M. Bartleman that the work was satisfactorily performed and the price reasonable.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Engineer-in-Chief W. W. W. WOOD, U. S. N.,
Chief of Bureau of Steam-Engineering, Washington, D. C.

BUREAU OF STEAM-ENGINEERING,
March 2, 1876.

SIR: Inclosed please find bill of E. H. Ashcroft for $143 for restoring iron-work on boilers of Adams and Essex, after attaching the Wiard apparatus.

If the bill is reasonable, and the work satisfactorily performed, please direct the chief engineer to so certify and return the bill to the bureau.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 5, 1873.

SIR: Inclosed please find a contract with you for building a steam screw-propeller sloop of war of about 640 tons, together with a bond in the sum of $150,000 for the faithful performance of the contract, both of which you will please have properly executed and returned to the bureau without delay.

The specifications for building the vessel referred to in and constituting a part of the contract are also inclosed.

Respectfully, &c.,
(Signed)

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY, *East Boston, Mass.*

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, December 6, 1873.

SIR: Referring to your letter of the 2d instant, herewith please find a copy of your contract with this bureau dated November 8, 1873, for building a sloop of war, forwarded as requested.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY, *East Boston.*

EAST BOSTON, *January* 30, 1874.

SIR: As I understand there are in the Boston yard many surplus articles, timber, lumber, iron, composition, and copper, which I may require in the construction of the new sloop of war now building by me, under contract, and which are superior in quality to those purchaseable outside, I respectfully request that the commandant of that yard be authorized to deliver to me, at Government cost, such of the above articles as may be on hand and can be spared, and as I may require from time to time, for the above purpose, under approval of the officer supervising the construction of the vessel; the cost of such articles to be charged against my contract for building said sloop of war.

As I may require the bending of the water-ways, plank-sheers, and chocks, and some galvanizing work to be done, I would also request that your order to the commandant may include the same, the cost to be charged against my contract in like manner.

Very respectfully, your obedient servant,

DONALD MCKAY.

Chief Constructor, ISAIAH HANSCOM, U. S. N.,
Chief of Bureau Construction and Repair, Navy Department Washington, D. C.

EAST BOSTON, *February* 5, 1874.

SIR: In my letter of the 30th to the Department, asking permission for the Government to furnish me with such articles in the construction of the sloop of war, at cost, as I might require, and that can be spared from the yard, on inquiry, I find the article of bar-copper thirty-four cents on the books, six cents higher than the price in Washington. How can this matter be arranged, that I shall not be charged more than the Government price in Washington? The price on the books in the Boston yard probably is regulated by the high price of the raw material some four or six months ago.

By the instructions from the Department, I claim that the price of copper delivered to me should not exceed the Government cost of manufacture at the present time.

As I am in immediate need of copper, will you please instruct the authorities here, giving them the Government cost, chargeable to me on delivery.

Most respectfully, yours,

DONALD MCKAY,
By R. M.

I. HANSCOM,
Chief of Bureau of Construction.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 13, 1874.

SIR: Inclosed please find bill for the first payment under your contract for building a sloop of war, approved for $13,365, payable by the paymaster at Boston. The triplicate is retained in the bureau, and a requisition passed for the amount.

There are forwarded to you by this day's mail a supply of blanks, which you will please use in making your bills for future payments.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, April 20, 1874.

SIR: Inclosed please find bill for the second payment, due under your contract of November 8, 1873, for building a sloop of war, approved for $13,365, payable by the paymaster at Boston.

The triplicate is retained in the bureau and a requisition passed.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

EAST BOSTON, *May* 5, 1874.

SIR: According to the conditions of a contract made with you November 8, 1873, acting under the authority of the Navy Department of the United States, whereby I bind myself to build the hull of a steam sloop of war according to plans, specifications, and time given in said contract, where all live-oak is furnished by the Government, viz:

That said vessel shall be launched within six months, and be delivered at —— in nine months from the date of signing said contract; and in the event of any neglect or failure on my part to fully complete the said sloop of war within the specified time, shall forfeit and pay to the United States the sum of $50 per day for each and every day delayed: provided the delay has not been occasioned by the negligence of the contractors for the steam-machinery, or by an unavoidable accident, or by the action of the Navy Department.

In view of the foregoing, I would most respectfully call your attention to the fact that on the 28th ultimo, within ten days of the expiration of the time for launching, and while I waiting for it, the last delivery of the live-oak frame was made.

Consequently, I claim an extension of time equivalent to the time delayed by the Government in delivering the frame, to enable me to launch the said steam sloop of war according to the conditions of my contract, without forfeiture.

Yours most respectfully,

DONALD MCKAY.

ISAIAH HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, June 4, 1874.

SIR: Inclosed please find bill for the third payment on the sloop of war building by you under contract dated November 8, 1873, approved for $13,365, payable by the paymaster at Boston.

The triplicate is retained in the bureau, and a requisition passed for the amount.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, July 9, 1874.

SIR: Inclosed please find bill for the fourth payment on the sloop of war building by you, approved for $13,365, payable by the paymaster at Boston.

The triplicate is retained in the bureau, and a requisition passed for the amount.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, August 12, 1874.

SIR: Inclosed please find bill for fifth payment under your contract for building a sloop of war, approved for $13,365, payable by the paymaster at Boston.

The triplicate is retained in the bureau, and a requisition passed for the amount.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, September 7, 1874.

SIR: Inclosed please find bill for sixth payment on sloop of war building by you under contract of November 8, 1873, approved for $13,365, payable by the paymaster at Boston.

The triplicate is retained in the bureau, and a requisition passed for the amount.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

EAST BOSTON, *September* 17, 1874.

DEAR SIR: Yours of the 11th was duly received. In reply would say that no doubt the castings for the stern-work of the sloop of war can be made better and more satisfactorily by the Government than in any other way, and will accept of your offer as you propose, at cost.

I think the Palm mold or pattern must be sent here and fitted to the ship, or rather trim the ship to fit the mold, supposing there cannot be much trimming required, and, of course, would not alter your mold. And by giving the neat distance from a point representing the center of the rudder to a straight line along the bottom of the keel, the whole thing can be cast, as no doubt the shoe part will fit, as my keel and post are made to the neat size, as required.

There are so many different castings, both composition and iron, required about the hull, inside and outside the sloop of war, and also iron-work that can be made and fitted here in the yard, but requires your permission, and which I most respectfully ask; so that whatever work can be done for me on the sloop of war, without interfering with the work in the yard, I will pay the cost.

I would also ask your permission that I may receive whatever sheet-lead and lead-pipe, &c., also whatever brass trimmings may be required about the hull or in the wardrooms or cabin, (that can be spared from the yard,) in fitting out the sloop of war.

Yours, very truly,

DONALD MCKAY.

I. HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

EAST BOSTON, *October* 6, 1874.

DEAR SIR: I am intending to launch the new sloop of war, which I am building for the Government, the 24th instant, and would most respectfully ask for the use of some launching material, such as hawsers and smaller lines; also suitable chains to secure the launch-ways aft, and mooring-chains, one anchor, some cork fenders, with suitable colors for the occasion; all of which shall be faithfully returned with the ship.

Yours, most truly,

DONALD MCKAY.

I. HANSCOM, Esq.,
Chief of Bureau of Construction and Repair.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, October 8, 1874.

SIR: In accordance with your request, instructions have been sent to the Washington yard to have cast, and forwarded to you for the new sloop, a shoe, stern-post, and rudder of same sizes as those for the Nipsic.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, October 29, 1874.

SIR: Inclosed please find bill for the seventh payment on the sloop of war, building by you under contract with this bureau, approved for $13,365, payable by the paymaster at Boston.

The triplicate is retained in the bureau and a requisition passed.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 4, 1875.

SIR: Inclosed please find bill for payment on account of your contract of November 8 1873, for building sloop of war, approved, payable by the paymaster at Boston.

Payment of this bill cannot at present be made.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

[Telegram.]

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, April 10, 1875.

COMMANDANT NAVY-YARD,
Charlestown, Mass.:

Naval Constructor Mintonye will report to you as a member of the board to examine the Essex and Adams.

I. HANSCOM,
Chief of Bureau.

BOSTON, MASS., *April* 12, 1875.

SIR: I propose to furnish all the labor required, that comes under the Bureau of Construction and Repair, to fit the steam sloop of war Essex, complete ready for sea, for the sum of $57,000, the United States furnishing all materials necessary therefor.

I have the honor to be, very respectfully, your obedient servant,

DONALD MCKAY.

Mr. ISAIAH HANSCOM.
Chief of Bureau of Construction and Repair
United States Navy, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 13, 1875.

SIR: In obedience to your order of April 3, 1875, we have examined and estimated the cost of completing the United States sloop Essex, and fitting her for sea, in all matters

coming under the cognizance of the Bureau of Construction and Repair, and have to report as follows:

Cost of labor to complete the hull and outfits, including miscellaneous labor for stores	$42,095 00
Masts and spars, including boat-spars	6,000 00
To complete seven boats, including steam-cutter	3,500 00
Blocks, including shearing-bitts, chocks, &c	4,000 00
Tanks	400 00
Casks	300 00
To complete furniture	1,500 00
Total	$57,795 00

Very respectfully, your obedient servants,

EDWARD HARTT,
Naval Constructor, U. S. N.
J. W. EASBY,
Naval Constructor, U. S. N.
F. L. FERNALD,
Naval Constructor, U. S. N.
W. L. MINTONYE,
Naval Constructor, U. S. N.

Chief Constructor I. HANSCOM, U. S. N.,
Navy Department, Washington, D. C.

UNITED STATES NAVY-YARD, BOSTON,
April 13, 1875.

Forwarded by—

ED. T. NICHOLS.
Commandant.

NAVY-YARD, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, April 17, 1875.

SIR: Your two propositions of the 12th instant, as this day verbally modified by you, to complete the United States sloops of war Adams and Essex in all respects ready for sea-service, have been considered by the bureau, and accepted under the following conditions, viz:

That you are to furnish all the labor of every description required to be done under this bureau for completing the Adams, and embracing labor on the outfits of the vessel, including miscellaneous labor for stores, &c., labor on masts and spars (including boat-spars) on seven boats, one of which is to be a steam-cutter, and on furniture. Also that you are in like manner to furnish all the labor required to be done under this bureau for completing the Essex, embracing therein the labor necessary to complete the hull and outfits, including miscellaneous labor for stores, &c.; also the labor required in making the masts and spars (including boat-spars) and in completing the furniture; it being understood that the work to be done by you is to be in accordance with the plans of the vessels now in the Boston navy-yard, and that shearing of bitts, and sheet-chocks, and all other work usually done by blockmakers to hull and spars, is to be done by the Government as required, and at its expense; also that all work on tanks and casks for either vessel, except transporting and stowing same, and all work on boats of the Essex, is to be in like manner done by the Government, but taking boats for both vessels from the boat-house alongside, hoisting them on board and properly stowing them, is to be done by you; also hoisting on board and setting bowsprit and lower masts.

It is further understood that in doing the work above mentioned, you are to be allowed the necessary facilities of the Boston yard, as, for example, use of dry-dock, proper shed-room, and use of necessary purchases, also use of tools in shops, &c., and further that all the materials for doing the work are to be furnished by the Government and delivered to you at the store-houses and receipted for. No responsibility in providing watchmen for the vessels while the work is being done is to be assumed by you.

And it is further mutually understood that the work shall be done in the best manner, equal in all respects to any done upon vessels built in United States navy-yards by days' work, and shall be completed to the satisfaction of the superintending naval or assistant naval constructor (who shall have full power to reject any bad or imperfect work in any stage of its progress) and of the bureau.

And for the work above named or referred to for completing the Adams, ready for sea-service, so far as this bureau is concerned, the bureau will pay to you the sum of $25,000, and for completing the Essex, in like manner the sum of $46,000. Payment for the work on the Adams to be made in five, and for the work on the Essex in nine equal installments, to be made as the work progresses, on bills in triplicate, certified by the super-

intending naval or assistant naval constructor, that the work has sufficiently progressed to entitle you to the payment named, and that it is in all respects satisfactory. The fifth or final payment for work on the Adams, and the ninth or final payment for work on the Essex, will not be made until the vessel is completed and accepted, and certificate furnished of that fact, and that no other work remains to be done thereon; and it is, by your acceptance of the terms proposed in this letter, considered as distinctly understood that you are to make no claim at any time founded on delay of the Government in doing its portion of the work, or in furnishing the required materials; and that if such a claim should be presented, it will not be considered or paid, but that the maximum amount to be paid under any and all circumstances for doing the work mentioned, is for the Adams the sum of $25,000, and for the Essex the sum of $46,000, as hereinbefore mentioned.

Please signify in writing your acceptance of this proposition, and your willingness to proceed with the work on the vessels named upon the within mentioned terms.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

DONALD McKAY, Esq.,
East Boston, Mass.

WASHINGTON, D. C., *April* 27, 1875.

SIR: I have to acknowledge the receipt of your proposition to me of this date to furnish the labor required for the completion of the United States sloops of war Adams and Essex, and do hereby signify my acceptance of the same, the work to be done in accordance with the terms of the said proposition and for the sums named.

Very respectfully,

DONALD McKAY.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau Construction and Repair, Navy Department.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, May 1, 1875.

SIR: Your letter of the 29th ultimo, No. 84, relative to work on the Adams and Essex, has been received. The agreement with Mr. Donald McKay for this work, under date of 17th ultimo, copy of which has been forwarded to you, is complete in itself, and embraces all the work which is to be done by him on those vessels, and he has signified his acceptance in accordance with the terms of said agreement.

Unless otherwise instructed, the naval constructor of the yard under your command will superintend this work, and will certify to the bills as the work progresses, but these bills will also require your approval.

Very respectfully, &c.,

G. M. ROBESON,
Secretary of the Navy, for Bureau.

Com. E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, May 24, 1875.

SIR: Referring to your letter of the 21st instant, No. 98, relative to Mr. McKay's requests for materials for the Adams and Essex, you will please direct that only such materials as enter into the construction of these vessels be taken from the yard.

When the work is being done at the yard, coal for forges and oil for lubricating and lighting purposes will be furnished by the Government.

Very respectfully, &c.,

GEO. M. ROBESON,
Secretary of the Navy, for Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, June 10, 1875.

SIR: In relation to the question of furnishing materials, tools, and facilities to Mr. McKay, required in his agreement to complete the United States sloops Adams and Essex, you will please deliver such articles, tools, &c., as are well known to be required to do the work called for on the vessels when not at the navy-yard, keeping an accurate account of, and charging all the materials used, to the ship, and the tools, &c., to Mr. McKay, taking a receipt for their return, with the value of the same, and a statement from said Mr. McKay, that if the tools are not returned, the amount shall be deducted from the last payment, which will be due when the vessels are completed. Mr. McKay will have the privilege of pursuing the work required by his agreement on these vessels while they are at East Boston receiving their machinery, and also to do such portion of the work at East Boston as is necessary to advance the work after the vessels are returned to the navy-yard.

Please furnish Mr. McKay with a copy of this letter.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, June 26, 1875.

SIR: In accordance with the request contained in your letter of the 22d instant, No. 115, herewith please find twenty-one policies of insurance, amounting to $100,000, on the United States sloop Essex, while at the Atlantic Works, East Boston.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

EAST BOSTON, *July* 28, 1875.

SIR: As you are well aware, my contract with the Government, of April 17, 1875, for finishing the Adams and Essex, provides that all the material required for doing the work shall be furnished by the Government. I require a lot of iron, of different dimensions, which must be the best forged iron, for all truss-straps, dory-heads, &c., for which I am offered by Constructor Easby, blooms of iron, from 18″ to 5′ long, and 1½″ to 2½″ in thickness, which would cost me fully 10 cents per pound to manufacture into iron suitable for use. I do not ask for shapes or crooks, but simply for the iron, of dimensions and quality, in straight bars fit for use. I contend that my contract does not require me to furnish or manufacture a particular quality of iron.

Please give the necessary instructions to the constructor, that I may be furnished with the proper material for doing the work according to contract, and very much oblige,

Your obedient servant,

DONALD McKAY.

I. HANSCOM, Esq.,
Chief of Bureau of Construction,
United States Navy Department, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, July 30, 1875.

SIR: Inclosed please find bills (original and duplicate, the triplicate being retained in the bureau and a requisition passed) for payment on account of work done by you in completing the Essex, approved in triplicate for $5,000, payable by the paymaster at Boston.

Respectfully, &c.,

I. HANSCOM
Chief of Bureau.

DONALD McKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, August 30, 1875.

SIR: Inclosed please find bill for the second payment on the Essex, under your agreement for completing that vessel, approved for $5,000, payable by the paymaster at Boston.

The triplicate is retained in the bureau, and a requisition will be passed on the first proximo.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
Eats Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, September 16, 1875.

SIR: Inclosed please find bill for labor furnished, being the first payment under agreement with you for completing the Adams, approved for $5,000, payable by the paymaster at Boston.

The triplicate bill is retained in the bureau, and a requisition passed.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, September 24, 1875.

SIR: Inclosed please find bill for the third payment on the Essex, under agreement with you for completing that vessel, approved for $5,000, payable by the paymaster at Portsmouth.

The triplicate bill is retained by the bureau.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, September 24, 1874.

SIR: Your favor of the 22d instant received, in relation to using cast composition cat-heads for the United States sloop of war you are building for the Government, instead of wrought-iron, as called for by the contract, and in reply, I have to say that iron is considered much the best material for that purpose.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

EAST BOSTON, *October* 4, 1873.

DEAR SIR: Your letter of 29th ultimo duly received, which has already been acknowledged by telegram. I beg, further, to say that I will make a careful examination of my estimates (requiring some little time, which I trust the Department will readily grant,) and then answer fully.

Very respectfully, your obedient servant,

DONALD MCKAY.

I. HANSCOM, Esq.,
Chief of Bureau Construction and Repair,
Navy Department, Washington, D. C.

WASHINGTON, *October* 16, 1873.

DEAR SIR: In reply to your letter of the 29th September, asking me if I will build the vessel referred to in your letter for $148,500, I beg to inform you that the price named in your communication leaves me a small profit, but feeling a pride to build her in Boston I will accept, to build her in conformity with the instructions of the Department, for $148,500.

Very respectfully, your obedient servant

DONALD MCKAY.

I. HANSCOM, Esq.,
Chief Bureau Construction and Repair,
Navy Department.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 4, 1875.

SIR: Inclosed please find bills for the third payment on the Adams, ($5,000,) and the fourth payment on the Essex, ($5,000,) approved, payable by the paymaster at Boston.

The triplicates are retained in the bureau, and a requisition passed.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

[Telegram.]

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 13, 1875.

DONALD MCKAY,
East Boston, Mass.:

How soon will you complete your work on the Adams and Essex?

I. HANSCOM,
Chief of Bureau.

[Telegram.]

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 16, 1875.

DONALD MCKAY,
East Boston, Mass.:

The Adams and Essex must be finished with all practicable dispatch; the commandant of the yard will afford you all facilities, as stated in the agreement. Inform the bureau of the earliest day on which these vessels will be ready.

I. HANSCOM,
Chief of Bureau.

[Telegram.]

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 17, 1875.

DONALD MCKAY,
East Boston, Mass.:

Your telegram of this date relative to the Adams and Essex is received. If you cannot finish your work on these vessels in less than six weeks, the Government must take charge of the work.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, November 23, 1875.

SIR: Inclosed please find bills, original and duplicate, for the fourth payment on the Adams, ($5,000,) and the fifth payment on the Essex, ($5,000,) approved, payable by the paymaster at Boston.

The triplicates are retained in the bureau, and a requisition passed.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston.

[Telegram.]

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, December 6, 1875.

COMMANDANT NAVY-YARD,
Charlestown, Mass.:

By order of the Department, you will suspend all expenses under this bureau, except on the Vandalia, Adams, and Essex.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, January 3, 1876.

SIR: Inclosed please find bills for sixth and seventh payments on the Essex, approved for $10,000, payable by the paymaster at Boston.

Respectfully, &c.,

I. HANSCOM,
Chief of Bureau.

DONALD MCKAY,
East Boston, Mass.

EAST BOSTON, *November* 10, 1873.

SIR: I am in receipt of your valuable favor of the 5th instant, covering contract, specifications, and bond for steam sloop of war, which have been executed in accordance with your request, and will be forwarded to your department this evening by the navy agent here.

I beg to call your attention to the words "equip the hull," on the second page of the contract, fifth line, and would say that I think the word "equip" should be stricken out, as being too broad a term to apply to the hull. I am by the contract to complete the hull without outfits, which are to be furnished by the Government; all the masts, spars, and iron works for the same belong to the outfits, but by the term "equip" might be by nautical men thrown upon me. Please have this made right on the contract and specifications, (allusion being made to "spars and iron work" on the last sheet of the same,) so that no questions may arise with the Department hereafter regarding it, and very much oblige,

Your obedient servant,

DONALD MCKAY.

I. HANSCOM, Esq.,
Chief of Bureau Construction and Repair,
Navy Department, Washington, D. C.

Invoice of material belonging to United States sloop Essex, shipped from navy-yard, Portsmouth, to navy-yard, Boston, Mass.

NAVY-YARD, PORTSMOUTH, N. H., *October* 29, 1874.

Invoice of articles shipped by Theodore D. Wilson, naval constructor, United States Navy, on board the steam sloop No. 1, Commander C. C. Carpenter, master, bound for navy-

Yard Boston, Mass., and consigned to the ——, all on account and risk of the United States Navy Department.

Fore and main:

34 chain-heads.
34 bottoms of chains.
16 channel stay-heads.
16 bottoms of stays.
16 arms for stays.
4 heads for top-gallant back-stays.

Mizzen:

4 bottoms for top-gallant back-stays.
10 chain-heads.
10 bottoms for chains.
4 channel stay-heads and 4 arms.
4 bottoms for same.
44 king-bolts for chains and channel-stays.
72 chain-bolts and preventer-bolts.

Fore, main, and mizzen:

64 staples and plates for chains and channel-stays.
44 preventer-bolts.
20 knees for channels.

38 double eye-bolts.
38 train tackle eye-bolts.
207 hammock-hooks.
80 port-hooks and 80 eyes for same.
95 ring-bolts for ports and 2 large stanchions.
43 stanchion feet for poop and forecastle deck.
22 hatch-rings.
225 rivets for hammock-stanchions.
2 bolts and nuts for bob-stay plates.
1 clasp and 2 eyes for flying-jibboom.
2 pump-standards, straps and keys.
2 pump brakes, with keys, (complete.)
6 pump connections.
21 breeching-bolts.
158 eye-bolts.
25 ring-bolts.
54 bolts for channel stay-arms for main and mizzen.
Bowsprit, finished.
Jibboom, unfinished.
Jibboom, flying, unfinished.
Channels, complete.
2 pieces bow-chocks.
Between-deck stanchions, partly done.
Fife-rail and stanchions, partly done.
Pin-rail.
52 sections for ward-room and steerage completed, except putting on banisters, which are packed in box.
All cabin sections partially completed.
Plank for cabin and ward-room cornice, partly worked.
3,500 board feet 3¾ inch bulk-head plank, finished.
3,000 board feet 1¾ inch bulk-head plank, finished.
250 board feet hammock-rail sheathing-boards, finished.
15 pieces G cleats, finished.
22 oak stanchions, finished.
Head and gangway boards, finished.
1 skylight, finished, except glazing.
1 skylight, unfinished.
Poles, with ward-room, cabin, and steerage sections marked.
Plan-board of wardroom, cabin, and steerage cornice.
4 water-closets.
2 water-closet bends.
13 port-light linings.
8 sea cock-couplings.
21 port-light drips.
4 sets main-pump boxes.
6 pieces main-pump pipes.
4 bulk-head gates.

1 brass bitt.
4 bitt-heads.
20 pieces for main pumps.
6 stanchions for skylight.
6 corner-pieces for bitts.
20 corner-pieces for channels.
8 stanchion-sockets.
2 caps for bit-heads.
16 pieces for shifting-rail.
2 ventilators.
1 force-pump.
2 cast-iron bitts.
1 set forges for pumps.
3 slide-bolts.
2 magazine-overflows.
2 deck-pipes.
2 pipe-covers.
28 brass ball.
1 belaying-pin.

F. D. WILSON,
Naval Constructor.

Approved:

A. BRYSON,
Commodore and Commandant, U. S. N.

Correspondence and other documents furnished by Naval Constructor Easby.

NAVY DEPARTMENT,
BUREAU CONSTRUCTION AND REPAIR,
November 1, 1873.

SIR: The commandant of the Portsmouth yard has been requested to send to the yard under your command the molds and bevelings for getting out the frame of the new sloop of war of 640 tons building at that yard, and you will please direct that the frame of the new sloop of war, to be built under contract with Mr. McKay, be got out by these molds and bevelings.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
January 30, 1874.

SIR: Please have the frame of live-oak for the 640-ton vessel contracted for by Mr. McKay, delivered to him without delay, keeping those men employed for that purpose at work without suspension.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

List of clerks, writers, &c., in construction department, Boston navy-yard.

Moors Patee, clerk to naval constructor and also time clerk.
C. W. Parker, store clerk to naval constructor.
M. Simonds, assistant clerk to naval constructor and clerk to assistant naval constructor.
C. H. Sprague, timber inspector.
C. H. Simonds, draughtsman.
Wm. H. Fitzpatrick, writer.

W. E. Carleton, writer
E. W. Hayes, writer.
G. W. Wood, writer.
C. S. Beatley, writer suspended.
J. F. Bradbury, writer, suspended.
W. H. Eldridge, writer, suspended.
W. W. Davis, writer, suspended.

UNITED STATES NAVY-YARD, BOSTON,
Inspector of Timber's Office, March ——, 1876.

SIR: The following is an account of material now in the yard, the property of outside parties, viz:

125 white-oak knees, "the property of John Trickey," 17 of the above rejected October 25, 1873.
29 of the above rejected October 22, 1874.
79 of the above rejected November 20, 1874.
133 white-oak knees, property of Martin Keany, rejected, not having orders to receive them.
18 hickory butts, property of John Trickey, rejected April 26 1873.
5 hickory spars, property of John Trickey, rejected April, 1873.
5,000 feet, board-measure, 3-inch, No. 3 white-pine plank, property of J. W. Duryee, rejected December 18, 1875.
200 sticks live-oak, property W. C. N. Swift, rejected at various times since 1872.
26 spruce spars, property of S. S. McCullough, rejected February 14, 1876.
1,000 feet, board-measure, ash, property of Southard & Co., rejected February, 1876.
2 sticks white-oak timber, property of John Trickey, rejected March 6, 1876.
66 sticks white-oak timber, property S. S. McCullough, rejected March 18, 1876.
Respectfully submitted.

CHAS. H. SPRAGUE,
Inspector of Timber.

J. W. EASBY,
Naval Constructor, U. S. A.

Cost of the United States sloop Adams.

Mr. McKay's first contract	$148,500 00
Labor furnished by Government on first contract, getting out frames, such as shipwrights', millmen, sawyers', galvanizers', and laborers'. (See book A, page 3)	7,120 19
Live-oak furnished by Government	48,990 39
Mr. McKay's second contract	25,000 00
Labor furnished by Government not covered by contract, such as shipwrights' labor on hull, making, alterations, docking, &c.; spar-makers', making spare spars; boat-builders', making oars, boat-hooks, covering oars, &c.; block-makers' and smiths', making blocks; laborers' labor, taking ship out of dock, cleaning up ship, &c.; ship-keepers	11,779 46
Material furnished by Government	10,885 12
Total cash to March 1, 1876	252,275 16

Mr. McKay to United States Government, Dr.

To cash paid on first contract	$105,555 00
To material paid on first contract	27,918 67
To smiths', iron-platers', and brass-founders' labor, (see book A, page 4)	481 70
Cash paid on second contract	20,000 00
	153,955 37
Mr. McKay's first and second contract	$173,500 00
Cash, material, and labor paid Mr. McKay	153,955 37
Balance due Mr. McKay upon completing his contracts on the vessel	19,544 63

Statement showing the estimated value of work required to be done under first contract, but which has not been done on said contract.

Quarter-galleries omitted	$2,000 00
Force-pumps were not put in by the contractor on his first contract; cost, labor, $461.50; materials, $463.50	925 00
Side-ladders omitted	350 00
All ring and eye bolts omitted	1,000 00
Ventilating-pipes omitted	300 00
Steering-wheel omitted	200 00
Canopies over companion-ways omitted	211 00
Masts and spars omitted	10,566 56
	15,552 56

Statement showing the cost of alterations, &c., some to the advantage of the Government and some to the contractor.

Stanchions in boiler-room altered from 3 to 4 inches, at an additional expense to contractor	.....	$100 00
Composition corners to coamings were substituted for iron, and composition hatch for wood	.....	125 00
Labor of cutting coal-scuttles were done by the Government, but belonged to the contractor to do	$50 00	
Government cut coal-scuttles in berth and gun decks	18 00	
Towing-bits: Wooden bits were put in place of composition at a saving to contractor	250 00	
Alterations in boiler-hatches at contractor's cost	.....	25 00
	$318 00	$250 00

Cost of the United States sloop Essex.

Labor at Kittery navy-yard	$95,730 61
Material at Kittery navy-yard	86,997 95
Labor at Boston navy-yard, such as shipwrights' work on engine-keelsons, pillar-blocks, boring and cutting holding-down bolts, &c, block-makers' and smiths' labor, making blocks, docking ship, &c., ship-keepers', &c	8,352 49
Material furnished by Boston navy-yard	30,705 50
Mr. McKay's contract	46,000 00
	267,786 55

Mr. D. McKay's contract	.....	$46,000 00
Cash paid Mr. McKay on contract	$41,000 00	
Shipsmiths' labor	23 04	
		41,023 04
Balance due Mr. McKay on the completion of the vessel		$4,976 96

Payments made to Mr. D. McKay on contracts on the Adams and Essex; when and by whom made and the amount.

UNITED STATES SLOOP ADAMS, FIRST CONTRACT.

Date.	By whom made.	Amount.
1874.		
March 11.	S. H. Pook, naval constructor	$13,365 00
April 16.	.....do.....do	13,365 00
June 1.	.....do.....do	13,365 00
July 6.	.....do.....do	13,365 00
August 10.	.....do.....do	13,365 00
September 5.	.....do.....do	13,365 00
October 27.	J. W. Easby....do	13,365 00
1875.		
March 4.	By bureau	12,000 00
	Total on first contract	105,555 00

UNITED STATES SLOOP ADAMS, SECOND CONTRACT.

1875.		
September 13.	J. W. Easby, naval constructor	$5,000 00
October 6.	.....do.....do	5,000 00
November 1.	J. F. Hanscom, assistant naval constructor	5,000 00
November 19.	F. L. Fernald, naval constructor	5,000 00
	Total on second contract	20,000 00

UNITED STATES SLOOP ESSEX, CONTRACT.

1875.		
July 24.	J. W. Easby, naval constructor	$5,000 00
August 26.	.....do.....do	5,000 00
September 21.	J. F. Hanscom, assistant naval constructor	5,000 00
November 1.	.....do.....do	5,000 00
November 19.	F. L. Fernald, naval constructor	5,000 00
December 18.	J. W. Easby.....do	10,000 00
1876.		
March 6.	.....do.....do	6,000 00
	Total on contract	$41,000 00

Work done on the frame of the United States sloop Adams by the United States Government.

Shipwrights' labor.—Siding, molding, planing, sawing frame-timbers, keel-pieces, stern-post, deadwoods; making stern, getting out stern and apron, patching timbers, cutting heels of cant-timber, sawing and planing keel-pieces, &c.

Millmen and sawyers' labor.—Siding and sawing keel-pieces, stern-post, frame-timbers, deadwoods, futtocks, fillings, apron and counter timber, floor-timbers, cants and harpies, &c.

Borers' and iron-platers' labor.—On Coughan bitts, boring, &c., 9½ days.

Laborers' labor.—Waiting on shipwrights, &c.

ADAMS.

Material was transported at Mr. McKay's expense by water.

Cost of all material furnished by the Government, except live-oak, $10,885.12.

Bills approved from September 15 to November 26, 1875.

1875.		
Sept. 16.	Wm. H. Dempsey, class No. 71, J. F. Hanscom, A. N. C., directory and combination rules	18 00
17.	Twenty per cent. reservation on class No. 71	92 75
21.	David Babcock & Co., class 88, J. F. Hanscom, A. N. C., charcoal.	99 84
22.	Atlantic Works, requisition No. 5, approved May 31, 1875, J. F. Hanscom, A. N. C., angle iron and rivets	85 39
	James L. Mills & Sons, requisition No. 11, August 27, 1875, J. F. Hanscom, A. N. C., barrel hoops, ash	84 00
	D. T. Mills & Co., requisition No. 11, August 27, 1875, J. F. Hanscom, A. N. C., alcohol	708 00
27.	W. C. N. Swift, authorized by bureau letter, September 18, 1875, J. F. Hanscom, A. N. C., live-oak timber	47,077 41
	Morris, Tasker & Co., requisition No. 8, approved July 20, 1875, J. F. Hanscom, A. N. C., boiler tubes	485 76
	Belt and Leather Stuffing Co., requisition No. 11, approved August 27, 1875, J. F. Hanscom, A. N. C., castor-oil belt-dressing	67 50
	Thos. Cunningham, requisition No. 11, approved August 27, 1875, J. F. Hanscom, A. N. C., hoop-iron No. 18	76 51
Oct. 2.	John Mullett, requisition No. 11, approved August 27, 1875, J. W. Easby, N. C., white chalk and corn brooms	88 75
	John Mullett, requisition No. 14, approved September 13, 1875, J. W. Easby, N. C., camphor, soap, and shellac, &c	95 00

1875.			
Oct.	5.	Trickey & Jewett, requisition No. 36, approved October 12, 1875, J. W. Easby, N. C., white-oak knees	1,359 89
	7.	W. C. N. Swift, authorized by bureau letter, September 18, 1875, B. H. Samson, foreman in charge, live-oak timber	78,977 37
	8.	John Trickey, class No. 18, contract August 28, 1875, B. H. Samson, foreman in charge, black-walnut boards	117 00
	9.	John Trickey, class No. 18, 20 per cent. reservation on black walnut.	23 40
	11.	M. M. Trickey & Co., requisition No. 13, approved September 13, 1875, B. H. Samson, foreman in charge, ash boards and plank	823 38
		Boston Lead Co., requisition No. 16, approved September 24, 1875, B. H. Samson, foreman in charge, white lead, dry	930 27
	13.	Geo. Dunbar & Co., requisition No. 11, approved August 11, 1875, B. H. Samson, foreman in charge, rubber gaskets	162 40
	14.	W. F. Hyatt, class No. 34, B. H. Samson, foreman in charge, couplings, elbows, nipples, ties, &c	542 39
	15.	Jas. W. Duryee, class No. 13, B. H. Samson, foreman in charge, white-pine plank	520 99
	16.	M. M. Trickey & Co., requisition No. 13, approved September 13, 1875, B. H. Samson, foreman in charge, ash boards and plank	799 98
		S. C. Carll & Co., class No. 54, B. H. Samson, foreman in charge, iron rivets, brass wire, &c	115 40
		C. S. Knowles, requisition No. 14, approved September 13, 1875, B. H. Samson, foreman in charge, rubber plungers and files, &c	265 26
	18.	S. C. Carll & Co., class No. 54, 20 per cent. reservation on hardware	23 08
	20.	Geo. Dunbar & Co., requisition No. 14, approved September 13, 1875, B. H. Samson, foreman in charge, brass screws and shears	216 00
	25.	W. T. Hyatt, class No. 51, B. H. Samson, foreman in charge, bitts, assorted sizes	56 26
		S. A. Woods Machine Company, requisition No. 16, approved September 24, 1875, B. H. Samson, foreman in charge, planing-machine irons	22 50
	23.	Geo. D. Putnam Company, requisition No. 16, approved September 24, 1875, B. H. Samson, foreman in charge, brass pipe	72 30
		C. S. Knowles, requisition No. 16, approved September 24, 1875, B. H. Samson, foreman in charge, rubber hose	24 00
	26.	W. F. Hyatt, class No. 34, No. 39, and No. 51, 20 per cent. reservation, iron plate, iron nails, and augers	188 53
Nov.	5.	Geo. Dunbar & Co., requisition No. 9, approved July 28, 1875, J. F. Hanscom, A. N. C., band-saw, &c	514 76
	11.	John Trickey, authorized by bureau letter November 4, 1875, J. F. Hanscom, A. N. C., ash boards and plank	494 16
	16.	James L. Mills & Sons, requisition No. 18, approved October 18, 1875, F. L. Fernald, N. C., ash barrel-hoops	168 00
	20.	John Trickey, requisition No. 2, approved July 3, 1875, F. L. Fernald, N. C., white oak plank stocks	6,300 00
18 4.			
Oct.	9.	Trickey & Jewett, authorized by bureau letter October 5, 1874, J. F. Hanscom, A. A. N. C., yellow pine and white oak plank stocks	23,194 20
		Trickey & Jewett, requisition No. 32, approved September 14, 1874, J. F. Hanscom, A. A. N. C., locust timber	5,394 50
	10.	George H. Creed, class No. 53, J. F. Hanscom, A. A. N. C., wheels, emery	113 10
	13.	George H. Creed, class Nos. 51, 52, 53, 54, and 73, 20 per cent. reservation on augers, &c	1,740 40
	14.	Mathew Keaney, authorized by bureau letter, J. F. Hanscom, A. A. N. C., white oak knees	1,330 59
1875.			
Sept.	14.	Joseph W. Duryee, class No. 13, J. F. Hanscom, A. N. C., white pine boards	2,744 32
Cost of preparing block and docking the Adams			200 22
Cost of taking the Adams out of dock			20 00
Total			220 22
Cost of docking the Essex, using the blocks and shores that were used by the Adams			53 40
Taking Essex out of dock			36 00
Total			89 40

Authority to furnish Material to McKay.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
January 31, 1874.

SIR: You are hereby authorized to deliver to Mr. Donald McKay, under approval of the officer supervising the construction of the sloop of war building by him under contract with this bureau, such articles of timber, lumber, iron, composition, and copper, as may be on hand in the yard, under your command and can be spared, and as he may require, from time to time, to be used in the construction of that vessel, the cost of such articles to be charged to Mr. McKay and deducted, at Government cost, from the payments under his contract. You are also authorized, in case he requires it, to have the bending of the water-ways, plank, sheers, and chocks, and certain galvanizing work for the vessel done, the cost to be charged against his contract in like manner.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
September 14, 1874.

SIR: You will please direct that all the materials and fixtures belonging to the Miantonomoh be collected, inventoried, and sent to John Roach, Morgan Iron Works, New York, by the first opportunity with a Government vessel.

Very respectfully, your obedient servant,

I. HANSCOM.
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 1, 1874.

SIR: You will please deliver to John Roach all materials and articles under this bureau which belong to the Miantonomoh.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 1, 1875.

SIR: Referring to the drawings and specifications for the sloop of war Adams, building by Mr. D. McKay, under contract, the corners of the iron hatches were to be of angle-iron. It is deemed advisable to have these corners of composition, as in the sister ships, which corners will be furnished by the Government, the contractor allowing the cost of iron corners, provided the work is equal in both cases.

The after-hatch, also, which by the plans and specifications is to be of wood, will be of composition, the plates to be furnished by the Government.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, April 13, 1875.

SIR: In obedience to your order of April 3, 1875, we have examined and estimated the cost of completing the United States sloop Essex and fitting her for sea, in all matters coming under the cognizance of the Bureau of Construction and Repair, and have to report as follows:

Cost of labor to complete the hull and outfits, including miscellaneous labor for stores	$42,095 00
Masts and spars, including boat-spars	6,000 00
To complete seven boats, including steam-cutter	3,500 00
Blocks, including shearing bitts, chocks, &c	4,000 00
Tanks	400 00
Casks	300 00
To complete furniture	1,500 00
	$57,795 00

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
May 24, 1875.

SIR: Referring to your letter of the 17th instant, (No. 96,) the air-passage bulkheads in the coal-bunkers of the Adams and Essex will for the present be omitted.

Respectfully,

G. M. ROBESON,
Secretary of the Navy, for Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

Authority to furnish tools, &c., to McKay.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
June 10, 1875.

SIR: In relation to the questions of furnishing materials, tools, and facilities to Mr. Donald McKay, required in his agreement to complete the United States sloops Adams and Essex, you will please deliver such articles, tools, &c., as are well known to be required to do the work called for on the vessels, when not at the navy-yard, keeping an accurate account of and charging all materials used to the ship, and the tools, &c., to Mr. McKay, taking a receipt for their return, with the value of the same, and statement from said McKay that if the tools are not returned, the amount shall be deducted from the last payment which will be due when the vessels are completed. Mr. McKay will have the privilege of pursuing the work required by his agreement on these vessels while they are at East Boston receiving their machinery, and also to do such portions of the work at East Boston as is necessary to advance the work after the vessels are returned to the navy-yard. Please furnish Mr. McKay with a copy of this letter.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
June, 1875.

SIR: It has been decided that the Oregon will not be completed, and you will have all of the iron intended for that vessel, which the naval constructor may think not advisable to retain, shipped to Mr. John Roach, at Chester, Pa., for the purpose of rerolling, keeping a strict account of the amount so shipped.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[Telegram.]

WASHINGTON, D. C., *October* 25, 1875.

COMMANDANT, NAVY-YARD *Boston, Mass.:*

The Adams will be coppered as per contract.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 29, 1875.

SIR: Referring to your letter of the 27th instant (206) relative to furnishing oars for boats of the Adams, as oars are regarded as outfits, they will be furnished by the Government, and not by the contractor for the boats.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
December 15, 1875.

SIR: In fitting out United States steam-vessels at the yard under your command, no spare spars are to be allowed.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant, Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR
December 3, 1875

SIR: The bureau does not propose to provide a steam-cutter for either the Adams or Essex.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES SLOOP ESSEX.

Material delivered foreman shipwrights for D. McKay to September 1, 1875.

50	feet board-measure 2-inch white-oak plank.
125	feet board-measure 2½-inch white-oak plank.
75	feet board-measure 3-inch white-oak plank.
200	feet board-measure 4-inch white-oak plank.
252	feet board-measure 4½-inch white-oak plank.
660	feet board-measure 5-inch white-oak plank.
1,248	feet board-measure 6-inch white-oak plank.
329	feet board-measure 7-inch white-oak plank.
371½	cubic feet white-oak-plank stocks
1,513	feet board-measure 1-inch No. 2 white pine.
513	feet board-measure 1½-inch No. 1 white pine.
2,002	feet board-measure 1½-inch No. 2 white pine.
4,496	feet board-measure 1½-inch No. 2 white pine.
511	feet board-measure 2-inch No. 1 white pine.
1,010	feet board-measure 2-inch No. 2 white pine.
946	feet board-measure 2½-inch No. 1 white pine.
1,244	feet board-measure 3-inch No. 1 white pine.
620	feet board-measure 4-inch No. 1 white pine.
160	feet board-measure 2½-inch yellow pine.
287	feet board-measure 3½ inch yellow pine.
1,053½	feet board-measure 4½-inch yellow pine.

420	feet board-measure 6-inch yellow pine.
2,543	pounds bloom-iron.
29,843 ft.	63 pounds $2\frac{1}{2}$ x $\frac{1}{4}$ flat iron.
16,408	52 pounds 3 x $\frac{3}{16}$ flat iron.
49,873	158 pounds $2\frac{1}{2}$ x $\frac{3}{8}$ flat iron.
44,713	170 pounds 3 x $\frac{3}{8}$ flat iron.
14,595	74 pounds 4 x $\frac{3}{8}$ flat iron.
31,860	$161\frac{1}{2}$ pounds 3 x $\frac{1}{2}$ flat iron.
56,417	429 pounds $4\frac{1}{2}$ x $\frac{1}{2}$ flat iron.
11,519	73 pounds 3 x $\frac{5}{8}$ flat iron.
55,052	407 pounds $3\frac{1}{2}$ x $\frac{5}{8}$ flat iron.
25,808	218 pounds 4 x $\frac{5}{8}$ flat iron.
8,219	$62\frac{1}{2}$ pounds 3 x $\frac{3}{4}$ flat iron.
40,750	482 pounds 4 x $\frac{7}{8}$ flat iron.
76,704	648 pounds $2\frac{1}{2}$ x 1 flat iron.
82,623	349 pounds 5 x $1\frac{1}{4}$ flat iron.
76,245	115 pounds $\frac{1}{2}$-inch round iron.
12,006	29 pounds $\frac{3}{16}$-inch round iron.
369,055	551 pounds $\frac{5}{8}$-inch round iron.
91,535	186 pounds $\frac{7}{8}$-inch round iron.
562,800	587 pounds $\frac{5}{8}$-inch round iron.
94,574	251 pounds 1-inch round iron.
230,425	774 pounds $1\frac{1}{8}$-inch round iron.
91,391	379 pounds $1\frac{1}{4}$-inch round iron.
105,324	629 pounds $1\frac{1}{2}$-inch round iron.
10,413	73 pounds $1\frac{5}{8}$-inch round iron.
34,003	457 pounds $2\frac{1}{4}$-inch round iron.
212,998	6,925 pounds $3\frac{1}{2}$-inch round iron.
83,649	4,497 pounds $4\frac{1}{2}$-inch round iron.
	438 pounds $\frac{1}{2}$ round iron.
	24 plates, iron.
4,431	14 pounds $\frac{1}{2}$ x $\frac{3}{16}$ Norway iron.
69	138 pounds $1\frac{1}{2}$ x $1\frac{1}{2}$ angle-iron.
47,714	167 pounds 2 x 2 angle-iron.
39,111	176 pounds $2\frac{1}{4}$ x $2\frac{1}{4}$ angle-iron.
57	pounds $1\frac{1}{2}$-inch square steel.
$122\frac{1}{2}$	pounds 2-inch square steel.
12	pounds $\frac{3}{4}$-inch octagon steel.
36	pounds $\frac{7}{8}$-inch octagon steel.
62	pounds 1-inch octagon steel.
144	pounds $1\frac{1}{8}$-inch octagon steel.
6	pounds composition magazine-valves.
18	pounds composition deck-cups.
$11\frac{3}{4}$	pounds $\frac{1}{2}$-inch composition clinch-rings.
3	pounds $\frac{7}{8}$-inch composition clinch-rings.
75	pounds 6-inch composition spikes.
25	pounds $1\frac{1}{8}$-inch composition sheathing-nails
35	composition air-ports.
2,892	pounds old composition.
1,710	pounds old copper.
160	pounds brazier's copper.
75	pounds bolt-copper.
160	pounds $\frac{1}{2}$-inch bolt-copper.
71	pounds $\frac{5}{8}$-inch bolt-copper.
41	pounds $\frac{7}{8}$-inch bolt-copper.
175	pounds pig-zinc.
30	pounds sheet-zinc.
282	pounds pig-tin.
103	pounds $\frac{1}{2}$-inch lead pipe, $1\frac{1}{4}$ pound.
6,313	pounds 5-pound sheet-lead.
2,340	pounds 8-pound sheet-lead.
2,634	pounds 20-pound sheet-lead.
830	pounds white lead, in oil.
85	pounds red lead.
68	pounds black paint.
25	pounds whiting.
4	gallons fish-oil.
7	gallons sperm-oil.
3	gallons lard-oil.
13	gallons linseed-oil, raw.
8	gallons linseed-oil, boiled.

5 gallons spirits turpentine.
3 gallons shellac.
3 gallons ozolean driers.
300 pounds putty.
2,147 pounds oakum.
2 barrels rosin.
1 barrel tar.
4 paint-buckets.
175 pounds galvanized spikes.
179 pounds 4½-inch galvanized spikes.
1,217 pounds galvanized bolts.
141 pounds stanchion-caps.
4 davit-head shapes.
115 pounds iron cut nails.
50 pounds 6*d*. iron wrought nails.
200 pounds 6*d*. finishing nails.
100 pounds 8*d*. finishing nails.
1 pound 1¼-inch finishing nails.
1 pound 1½-inch finishing nails.
1 pound 1¾-inch finishing nails.
25 pounds 1-inch copper nails.
6 pounds 1¼-inch copper nails.
10 pounds 1½-inch copper nails.
35 pounds 2-inch copper nails.
20 pounds 2¾-inch copper nails.
15 pounds 3-inch copper nails.
$\frac{5}{12}$ dozen $\frac{5}{8}$-inch ship-augers.
$\frac{5}{12}$ dozen $\frac{3}{4}$-inch ship-augers.
$\frac{5}{12}$ dozen $\frac{7}{8}$-inch ship-augers.
$\frac{5}{12}$ dozen 1-inch ship-augers.
2 gross 2½-inch No. 20 brass screws.
1 gross 2¾-inch No. 20 brass screws.
18 gross 2-inch No. 18 brass screws.
1 gross 1½-inch No. 16 brass screws.
2 gross 1¼-inch No. 12 brass screws.
1 gross 1-inch No. 12 brass screws.
$\frac{1}{12}$ gross 6-inch No. 30 iron screws.
3 2-gallon tin cans.
3 3-gallon tin cans.
2 10-gallon tin cans.
48 sheets sandpaper.
100 pounds metal solder.
3½ pounds No. 7 brass wire.
40 pounds 1 x $\frac{3}{8}$ button-head rivets.
42 pounds 1½ x $\frac{5}{8}$ button-head rivets.
21½ pounds $\frac{5}{8}$-inch galvanized clinch-rings.
36 pounds $\frac{3}{4}$-inch galvanized clinch-rings.
14 pounds 1-inch galvanized clinch-rings.
21 pounds 1½-inch galvanized clinch-rings.
2 seam-brushes.
1 $\frac{4}{6}$ paint-brushes.
6 $\frac{5}{6}$ paint-brushes.
2 Fitch coat-brushes.
2 sash coat-brushes.
2 dusting-brushes.
½ pound lamp-wick.
250 iron screws.
¼ pound cotton twine.
2 corn-brooms.
12 bushels charcoal.
$54\frac{1075}{2240}$ tons bituminous coal.

SPARS.

156 feet, board-measure, 1½-inch white-oak plank.
138 feet, board-measure, 2-inch white-oak plank.
117½ feet, board-measure, 2½-inch white-oak plank.
130½ feet, board-measure, 4½-inch white-oak plank.

375 feet, board-measure, 5-inch white-oak plank.
837 feet, board-measure, 6-inch white-oak plank.
245 feet, board-measure, 7-inch white-oak plank.
305 feet, board-measure, 10-inch white-oak plank.
645 feet, board-measure, 9-inch white-oak plank.
240 feet, board-measure, 11-inch white-oak plank.
68½ feet white-oak-plank stocks.
1 7-inch white-oak knee.
1 8-inch white-oak knee.
1 9-inch white-oak knee.
1 10-inch white-oak knee.
800 feet, board-measure, 1-inch No. 2 white pine.
2,705¾ feet yellow-pine-plank stocks.
558 feet yellow-pine mast-timber.
11 spruce logs.
9 spruce spars.
4 spruce spars, inch.
1 white-pine spar.
1,400 pounds bloom-iron.
70 pounds $\frac{5}{8}$-inch square iron.
240 pounds 3-inch square iron.
172½ pounds 2½ x $\frac{3}{8}$ inch flat iron.
67 pounds 3½ x $\frac{3}{8}$ inch flat-iron.
906 pounds 4 x $\frac{3}{8}$ inch flat iron.
1,129 pounds 4½ x $\frac{3}{8}$ inch flat iron.
1,426½ pounds 3 x $\frac{7}{16}$ inch flat iron.
546 pounds 2½ x ½ inch flat iron.
250 pounds 3 x ½ inch flat iron
524 pounds 3½ x ½ inch flat iron.
373 pounds 3½ x ½ inch flat iron.
603 pounds 3¾ x ½ inch flat iron.
796 pounds 4 x ½ inch flat iron.
3,796 pounds 4½ x ½ inch flat iron.
235 pounds 2½ x $\frac{5}{8}$ inch flat iron.
106 pounds 3 x $\frac{5}{8}$ inch flat iron.
474 pounds 3½ x $\frac{5}{8}$ inch flat iron.
838 pounds 4 x $\frac{5}{8}$ inch flat iron.
153 pounds 4½ x $\frac{5}{8}$ inch flat iron.
342 pounds 4½ x $\frac{3}{4}$ inch flat iron.
191 pounds 4 x $\frac{7}{8}$ inch flat iron.
210 pounds 4½ x $\frac{7}{8}$ inch flat iron.
645 pounds 4 x 1 inch flat iron.
64 pounds $\frac{3}{4}$-inch square iron, Swedes.
70 pounds $\frac{7}{8}$-inch square iron, Swedes.
134 pounds 1¼-inch square iron, Swedes.
172 pounds ½-inch round iron.
110 pounds $\frac{9}{16}$-inch round iron.
390 pounds $\frac{5}{8}$-inch round iron.
504½ pounds $\frac{3}{4}$-inch round iron.
31 pounds $\frac{7}{8}$-inch round iron.
1,229 pounds $\frac{7}{8}$-inch round iron.
120 pounds 1-inch round iron.
173 pounds 1⅛-inch round iron.
130 pounds 1¼-inch round iron.
166 pounds 1⅜-inch round iron.
198 pounds 1⅝-inch round iron.
136 pounds 1¾-inch round iron.
100 pounds white-lead in oil.
25 pounds putty.
½ gallon ozolean driers.
1 gallon spirits turpentine.
5 gallons linseed-oil.
201 pounds 9-inch galvanized spikes.
87½ pounds galvanized bolts.
12½ pounds $\frac{5}{8}$-inch galvanized clinch-rings.
6 $\frac{9}{16}$-inch ship-augers.
6 14-inch half-round bastard files.
5$\frac{889}{2240}$ tons bituminous coal.

Statement of live-oak received and paid for during 1873–'74–'75.

Contractor.	Cubic feet.	Kinds.	Price per 100	Amount.	Remarks.
C. N. Swift	1,314⅛	Principal pieces	$2 10	$2,760 45	Authorized by bureau letter, January 27, 1873. Billed February 14, 1873.
Do	1,051	Curved	1 55	1,629 05	
Do	707⅛	Curved	1 55	1,096 63	
Do	2,138	Straight	1 55	3,313 90	
Do	716	Principal pieces	2 10	1,503 60	Authorized by bureau letter, January 27, 1873. Billed May 16, 1873.
Do	879¼	Curved	1 55	1,363 23	
Do	2,210	Straight	1 55	3,425 50	
Do	2,294½	Straight	1 55	3,556 48	Authorized by bureau letter, January 27, 1873. Billed January 7, 1873.
Do	879½	Curved	1 55	2,363 22	
Do	573	Principal pieces	2 10	1,203 30	
Do	1,233¼	Principal pieces	2 10	2,590 35	Authorized by bureau letter, January 27, 1873. Billed June 12, 1873.
Do	391½	Curved	1 55	606 83	
Do	1,036	Straight	1 55	1,605 80	
Do	2,828⅛	Straight	1 55	4,384 18	Authorized by bureau letter, July 11, 1873. Billed June 14, 1873.
Do	1,789¼	Curved	1 55	2,618 72	
Do	2,183	Principal pieces	2 10	4,584 30	
Do	843¼	Principal pieces	2 10	1,771 35	Appropriation eight sloops of war.
Do	951½	Curved	1 55	1,474 83	
Do	1,072	Straight	1 55	1,661 60	
Do	785¼	Curved	1 55	1,217 53	Authorized by bureau letter, July 11, 1873. Billed June 27, 1873.
Do	1,294½	Straight	1 55	2,006 47	
Do	954½	Principal pieces	2 10	2,004 45	
Do	2,740	Principal pieces	2 10	5,754 00	Authorized by bureau letter, July 11, & Jan. 27, Billed July 2, 1873.
Do	1,288½	Curved	1 55	1,997 18	
Do	2,732½	Straight	1 55	4,235 37	
Do	1,850	Straight	1 50	2,784 00	Contract, (class live-oak,) of 1873 and '74; May 9. Billed July 15, 1873.
Do	1,988½	Curved	1 80	3,579 30	
Do	2,055	Principal pieces	2 10	4,315 50	
Do	2,126	Principal pieces	2 10	4,464 60	Authorized by bureau letter, July 11, 1873. Billed July 15, 1873.
Do	697	Curved	1 80	1,254 60	
Do	2,097½	Straight	1 25	2,621 88	
Do	5,615½	Straight	1 25	7,019 38	Authorized by bureau letter, July 11, 1873. Billed July 18, 1873.
Do	756	Curved	1 80	1,360 80	
Do	4,021½	Principal pieces	2 10	8,445 15	
Do	5,019½	Curved	1 80	9,035 10	Live-oak contract, May 9, 1873. Billed July 23, 1873.
Do	383¼	Curved	1 80	690 30	Authorized by bureau letter, July 11, 1873. Billed July 23, 1873.
Do	1,146¼	Straight	1 25	1,433 13	
Do	624½	Principal pieces	2 10	1,311 45	
Do	1,991	Principal pieces	2 10	4,181 10	Authorized by bureau letter, November 10, 1873. Billed November 18, 1873.
Do	2,121½	Curved	1 80	3,818 70	
Do	1,823½	Straight	1 50	2,735 35	
Do	2,005	Straight	1 50	3,007 50	Authorized by bureau letter, November 10, 1873. Billed December 1, 1873.
Do	2,492½	Curved	1 80	4,486 50	
Do	2,348½	Principal pieces	2 10	4,931 85	
Do	3,579½	Principal pieces	2 10	7,516 95	Authorized by bureau letter, November 10, 1873. Billed December 5, 1873.
Do	4,387	Curved	1 80	7,896 60	
Do	3,941½	Straight	1 50	4,862 25	
Do	3,018	Straight	1 50	477 00	Authorized by bureau letter, November 10, 1873. Billed December 23, 1875.
Do	3,613	Curved	1 80	6,503 40	
Do	209	Principal pieces	2 10	438 90	
Do	1,412	Principal pieces	2 10	2,965 20	Verbal order, Chief Bureau, December 23, 1873. Billed December 24, 1873.
Do	2,445¼	Straight	1 50	3,668 25	
Do	3,678½	Principal pieces	2 10	7,724 85	Authorized by bureau letter, January 15, 1874. Billed January 24, 1874.
Do	3,857½	Curved	1 80	6,943 50	
Do	1,937¼	Straight	1 50	2,906 25	
Do	5,815¼	Straight	1 50	8,722 88	Authorized by bureau letter, January 15, 1874. Billed July 12, 1874.
Do	12,950	Curved	1 80	23,310 00	
Do	14,593¾	Principal pieces	2 10	30,646 87	
Do	7,984	Principal pieces	2 03	16,207 52	Authorized by bureau letter, September 18, 1875. Billed September 28, 1875.
Do	9,513½	Curved	1 73	16,458 35	
Do	10,078	Straight	1 43	14,411 54	
Do	18,954½	Straight	1 43	27,104 94	Authorized by bureau letter, September 18, 1875. Billed October 8, 1875.
Do	16,227	Curved	1 73	28,072 71	
Do	11,724	Principal pieces	2 03	23,799 72	
Do	14,254½	Principal pieces	2 03	28,936 63	Authorized by bureau letter, September 18, 1875. Billed December 4, 1875.
Do	5,721	Curved	1 73	9,897 33	
Do	15,941	Straight	1 43	22,795 63	
				434,471 68	

Statement of white oak, pine, &c., received and paid for during 1873, 1874, *and* 1875.

Contractor.	Material.	Price.	Amount.	Remarks.
Trickey & Jewett	5,498 cubic feet white-oak-plank stocks	$0 60	$3,298 80	O. P. requisition No. 35; delivered February 15, 1873.
Do	50 hickory butts	4 00	200 00	O. P. requisition No. 70; delivered April 26, 1873.
Do	6,765 cubic feet white-oak-plank stocks	75	5,073 75	O. P. requisition No. 8; delivered June 14, 1873.
Do	3,235 cubic feet white-oak-plank stocks, logs	75	2,426 25	O. P. requisition No. 8; delivered August 1, 1873.
Do	10,060½ cubic feet yellow-pine timber	55	5,533 28	O. P. requisition No. 36; delivered September 2, 1873.
Do	3,383½ cubic feet white-oak-plank stocks, logs	60	2,030 10	O. P. requisition No. 35; delivered September 5, 1873.
Do	8,523½ cubic feet yellow-pine timber	55	4,687 93	O. P. requisition No. 52; delivered September 11, 1873.
Do	3 tons lignum-vitæ, 10 inch	80 00	240 00	Authorized by bureau letter March 8, 1873.
Do	5 125-2240 tons lignum-vitæ, 8 inch	70 00	353 91	Do.
Do	2 tons lignum-vitæ, 5 inch	50 00	100 00	Do.
Do	1 ton lignum-vitæ, 4 inch	50 00	50 00	Do.
Do	5,878 cubic feet yellow-pine timber	55	3,232 90	O. P. requisition No. 53; delivered September 26, 1873.
Do	40 white-oak knees	6 54 to 22 94	548 58	Authorized by bureau letter October 15, 1873.
Do	6,799 cubic feet white-oak logs	60	4,079 40	O. P. requisition No. 35; delivered November 1, 1873.
Do	5,634½ cubic feet yellow-pine timber	55	3,098 97	O. P. requisition No. 53; delivered November 4, 1873.
Do	40 white-oak knees	5 57 to 22 94	536 00	Authorized by bureau letter October 15, 1873.
Do	30 white-oak knees	11 38 to 25 85	4,015 32	Do.
Do	7,429 cubic feet yellow-pine logs	43	3,194 47	Contract (class No. 7) 1873 and 1874.
Do	17,814 feet, board measure, white-pine stage-plank, 3 in., per M.	45 00	801 63	O. P. requisition No. 55; delivered November 12, 1873.
Do	2,576 cubic feet yellow-pine logs	43	1,107 68	Contract (class No. 49) 1873 and 1874.
Do	14,439 feet, board measure, white-pine stage-plank, 3 in., per M.	45 00	649 75	O. P. requisition No. 55; delivered November 22, 1873.
Do	54 white-oak knees	6 96 to 22 50	764 38	Authorized by bureau letter October 15, 1873.
Do	39 white-oak knees	5 28 to 28 20	558 81	Do.
Do	18,495 feet, board measure, white-pine stage-plank, 3 inch	45 00	832 27	O. P. requisition No. 55; delivered December 3, 1873.
Do	5,023 feet, board measure, white-ash plank, 2 inch	58 00	584 18	O. P. requisition No. 65; delivered December 5, 1873.
Do	5,049 feet, board measure white-ash plank, 2½ inch	58 00		O. P. requisition No. 65; delivered December 13, 1873.
Do	20,913½ cubic feet yellow-pine logs	60	12,548 10	O. P. requisition No. 68; delivered December 15, 1873.
Do	40 white-oak knees	6 96 to 22 94	569 63	Authorized by bureau letter October 15, 1873.
Do	100,000 feet, board measure, white-oak plank per M.	95 00	9,500 00	O. P. requisition No. 68; approved December 11, 1873.
Do	41,272 feet, board measure, white-pine deck-plank	65 00	2,682 88	O. P. requisition No. 16; approved January 12, 1874.
Do	50 hickory butts	4 00	200 00	O. P. requisition No. 65; approved November 29, 1873.
Do	78 white-oak knees	6 96 to 25 00	1,102 55	Authorized by bureau letter October 15, 1873.
Do	11,864 feet, board measure, white-pine plank	42 00	498 29	O. P. requisition No. 7; approved June 6, 1874.
Do	235 white-oak butts	7 00	1,645 00	O. P. requisition No. 14; approved February 9, 1874.
Do	10,084 feet, board measure, white-pine plank	60 00	605 10	O. P. requisition No. 5; approved June 14, 1874.
Do	113 white-oak knees	5 28 to 27 50	1,683 30	Authorized by bureau letter October 15, 1873.
Do	56 white-oak knees	4 96 to 35 01	840 10	Do.
Do	115 white-oak knees	6 96 to 25 85	1,853 50	Authorized by bureau letter May 28, 1873.
Do	281 white-oak knees	5 23 to 27 50	3,405 12	
Do	2,675 feet, board measure, white-pine boards per M.	75 00	200 62	Billed July 29, 1874.
Do	3,211 feet, board measure, white-pine plank per M.	75 00	240 82	Do.
Do	23,316 feet, board measure, white-pine plank per M.	75 00	1,748 70	Do.
Do	13,236 feet, board measure, white-pine boards per M.	70 00	856 52	Do.

Do	2,496 feet, board measure, white-pine plank ..... per M	70 00	174 72	Do.
Do	38,957 feet, board measure, white-pine plank ..... per M	70 00	2,026 99	Do.
Do	41,464 feet, board measure, white-pine plank	75 00	3,109 80	Do.
Do	20,602 feet, board measure, white-pine plank	70 00	1,442 14	Do.
Do	5,804 feet, board measure, white-pine plank	75 00	435 30	Do.
Do	3,992 feet, board measure, white-pine plank	70 00	279 44	Do.
Do	6,486 feet, board measure, white-pine plank	75 00	486 45	Do.
Do	3,476 feet, board measure, white-pine plank	70 00	243 32	Do.
Do	32,047 cubic feet yellow-pine-plank stocks	60	19,228 20	Authorized by bureau letter October 5, 1874.
Do	5,288 cubic feet white-oak-plank stocks	75	3,966 00	Do.
Do	2,697¼ cubic feet locust timber	2 00	5,394 50	O. P. requisition No. 32; approved September 14, 1874.
Do	458 white-oak knees	5 23 to 27 66	5,476 34	Authorized by bureau letter October 5, 1874.
Do	64,037 feet, board measure, spruce boards ..... per M	20 00	1,280 74	O. P. requisition No. 34; approved September 26, 1874.
Do	42 white-oak knees	5 00 to 17 60	334 18	O. P. requisition No. 36; approved October 12, 1874.
Do	1944–2240 tons lignum-vitæ	50 00	71 07	Contract (class No. 25) 1874 and 1875.
Do	3988–2240 tons lignum-vitæ, 9 in	70 00	240 87	Do.
Do	7289–2240 tons lignum-vitæ, 10 in	80 00	570 32	Do.
Do	150 white-oak knees	4 00 to 21 15	1,359 89	O. P. requisition No. 36; approved October 12, 1874.
John Trickey	1,500 feet, board measure, black-walnut boards ..... per M	78 00	117 00	Contract (class No. 18) August 28, 1875.
M. M. Trickey	13,723 feet, board measure, ash plank and boards ..... per M	60 00	823 38	O. P. requisition No. 13; approved September 13, 1875.
Do	13,333 feet, board measure, ash plank and boards ..... per M	60 00	799 98	Do
John Trickey	8,236 feet, board measure, ash plank and boards ..... per M	60 00	494 16	Authorized by bureau letter November 4, 1875.
Do	7,000 cubic feet white-oak-plank stocks	90	6,300 00	O. P. requisition No. 2; approved July 3, 1875.
M. M. Trickey	200 spruce poles, each	2 50	500 00	O. P. requisition No. 22; approved November 27, 1875.
A. A. McCullough	163 spruce poles for masts	35 to 32 50	763 10	Contract (class No. 23) 1875 and 1876.
Mathew Kearney	45 white-oak knees	5 57 to 16 50	525 80	Authorized by bureau letter May 6, 1872; delivered March 31, 1873.
Do	45 white-oak knees	5 57 to 28 20	680 24	Authorized by bureau letter May 6, 1872; delivered December 2, 1873.
Do	49 white-oak knees	6 20 to 22 94	666 92	Authorized by bureau letter May 6, 1872.
Do	52 white-oak knees	6 54 to 25 85	759 92	Do.
Do	48 white-oak knees	6 60 to 37 27	746 42	Do.
Do	41 white-oak knees	6 54 to 26 68	672 94	Authorized by bureau letter March 24, 1874.
Do	40 white-oak knees	21 78	566 00	Do.
Do	85 white-oak knees	5 57 to 25 50	1,330 59	Do.
Joseph Duryee	11,684 feet, board measure, white-pine boards ..... per M	52 00	607 57	Contract (class No. 13) 1875 and 1876.
Do	37,673 feet, board measure, white-pine boards ..... per M	45 00	1,695 28	Do.
Do	20,067 feet, board measure, white-pine boards ..... per M	22 00	441 47	Do.
Do	10,019 feet, board measure, white-pine plank ..... per M	52 00	520 99	
			154,310 62	

Copies of letters rejecting coal.

UNITED STATES NAVY-YARD, BOSTON,
CHIEF ENGINEER'S DEPARTMENT,
Inspector's Office, September , 1870.

SIR: I respectfully report that upon examination subsequent to inspection, I find the coal in the steamer Panther to be of a very inferior quality to that exhibited in the hatches for examination, and, in my opinion, it should not be received, as it contains a very large percentage of slate.

Very respectfully, your obedient servant,

RICH'D M. BARTLEMAN,
Chief Engineer, U. S. A.

FOXHALL A. PARKER, U. S. N.,
Captain and Executive Officer, United States Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON.
CHIEF ENGINEER'S DEPARTMENT,
Inspector's Office, September 28, 1870.

SIR: I respectfully report that I have examined the coal in the hatches of the schooner Loretta Fish, and find it of a very inferior quality, and, in my opinion, should not be received.

I am, very respectfully,

RICH'D M. BARTLEMAN,
Chief Engineer and Inspector.

Captain FOXHALL A. PARKER, U. S. N.,
Executive Officer, Navy Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
CHIEF ENGINEER'S DEPARTMENT,
Inspector's Office, September 29, 1870.

SIR: I respectfully report that I have examined the Lehigh lump coal in the schooner Rhoda Holmes, and find it of a very inferior quality and full of slate, and, in my opinion, should not be received.

I am, very respectfully,

RICH'D M. BARTLEMAN,
Chief Engineer and Inspector.

Captain FOXHALL A. PARKER, U. S. N.,
Executive Officer, Navy-Yard.

UNITED STATES NAVY-YARD, BOSTON,
CHIEF ENGINEER'S DEPARTMENT,
Inspector's Office, 187 .

SIR: I respectfully report that I have examined the coal in schooner Mary D. Haskell, and find it of such an inferior quality that, in my opinion, it should not be received.

I am, very respectfully,

RICH'D M. BARTLEMAN,
Chief Engineer and Inspector.

Captain FOXHALL A. PARKER, U. S. N.,
Executive Officer, Navy-Yard, Boston, Mass.

[Telegram.]

WASHINGTON, D. C., *September* 26, 1874.

Commodore E. T. NICHOLS,
Commandant Navy Yard;

Don't stop the work in Construction Department this month.

W M. REYNOLDS,
For Secretary of the Navy.

[Telegram.]

WASHINGTON, D. C., *September* 29, 1874.

Commodore ED. T. NICHOLS, U. S. N.,
Navy-Yard, Boston:

Retain in October the same force you had in September, without any additions.

I. HANSCOM,
Chief of Bureau.

WASHINGTON, D. C., *October* 7, 1874.

COMMANDANT NAVY-YARD, *Boston, Mass.:*

You will employ twenty additional men in Construction Department, by order of the Secretary.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 16, 1874.

SIR: For the purpose of completing the spars and boats for the new sloops of war, and for stowing the timber in the yard under your command, you are authorized to increase the force under this bureau sufficiently for the above purposes.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

(No. 41.) *Report of labor for Bureau of Construction and Repair, navy-yard, September,* 1874.

Classification.	Total number on roll September 1st.	VESSELS BUILDING AND REPAIRING.															
		September 2d.	September 3d.	September 7th.	September 9th.	September 10th.	September 11th.	September 14th.	September 15th.	September 16th.	September 17th.	September 18th.	September 21st.	September 24th.	September 26th.	Total for Sept'r.	Total discharged.
Shipwrights	131	7	....	....	....	1	....	....	....	3	....	1	....	....	....	143	....
Borers	19	2	....	....	....	3	....	....	....	1	....	1	....	....	1	26	1
Sawyers	16	....	....	....	2	....	....	....	....	....	....	....	....	....	....	18	....
Millmen	1	....	....	....	....	....	1	1	....	....	....	....	....	....	....	2	1
Joiners	49	2	....	....	1	....	....	....	....	....	....	....	....	....	....	52	....
Cabinet-makers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Pattern-makers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Shipsmiths	47	....	2	4	....	....	....	2	....	....	....	....	....	1	....	55	1
Steam-hammers men	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Heavy forgers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Machinists	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Iron-platers	24	1	1	2	....	....	....	....	....	....	....	....	....	....	....	28	....
Galvanizers	7	....	....	....	....	....	....	....	....	....	....	....	....	....	....	7	....
Mast-makers	5	....	....	....	....	....	....	....	....	....	....	....	....	....	....	5	....
Boat-builders	15	....	....	....	1	....	....	....	1	....	....	....	....	....	....	17	....
Painters	21	....	....	....	....	....	....	....	....	....	....	....	....	....	....	21	....
Block-makers	17	....	1	....	....	....	....	....	....	....	....	....	1	....	....	19	....
Turners	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Plumbers	13	1	....	....	....	....	....	....	....	....	....	....	....	....	....	14	....
Brass-founders	9	....	....	....	....	....	....	....	....	....	....	....	....	....	....	9	....
Tinners	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Coppersmiths	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Coopers	4	....	....	....	....	....	....	....	....	....	....	....	....	....	....	4	....
Engine-tenders	8	....	....	....	....	....	....	....	....	....	....	....	....	....	....	8	....
Firemen	6	....	....	....	....	....	....	....	....	....	....	....	....	....	....	6	....
Laborers	....	....	....	1	....	....	....	1	....	....	1	....	....	....	....	....	3
	93	7	....	1	7	4	....	....	....	14	....	....	....	....	....	126	....
Laborers' riggers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Calkers	24	7	....	1	....	1	....	....	....	....	....	....	....	....	....	33	....
Teamsters	4	....	....	....	....	....	....	....	....	....	....	....	....	....	....	4	....
Spinners	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Scrapers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Store-hands	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Photographer	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Ship-keepers	15	....	....	....	....	....	....	....	....	....	....	....	....	....	....	15	....
Writers	9	....	....	....	....	....	....	....	....	....	....	....	....	....	....	9	....
Ass't draughtsman	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1	....
Draughtsman and inspector	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	2	....
Detailed men	27	1	....	....	....	....	....	....	....	3	....	....	1	....	....	32	....
	....	....	....	1	....	....	1	1	....	....	1	....	....	1	1	....	6
	567	28	4	8	11	9	....	3	1	21	....	2	2	....	....	656	....

Respectfully submitted.

——— ———,
Naval Constructor, U. S. N.

To ——— ———,
Commandant.

Figures in roman represent men required. Figures in black letter represent men discharged.

1.) *Report of labor for Bureau of Construction and Repair, navy-yard, October,* 1874.

fication.	Total number on roll October 1st.	VESSELS BUILDING AND REPAIRING.																		
		October 6th.	October 9th.	October 10th.	October 12th.	October 14th.	October 16th.	October 19th.	October 20th.	October 21st.	October 22d.	October 24th.	October 26th.	October 27th.	October 28th.	October 29th.	October 30th.	October 31st.	Total for October.	Total discharged.
rights.	143						**1** 1	1		2				19	8	10	8	3	195	**1**
.....	25		2		2			6		4	9			16	2	5	1	4	76	
rs.....	18																		18	
n.....	1								1										2	
s.....	52								6					8	2	3			71	
t-makers																				
n-makers																				
niths.....	54									3	1			7	2	1	4	2	74	
-hammerv																				
.....																				
forgers																				
nists....																				
laters....	28									4		1		5	1	2			41	
nizers....	7																		7	
nakers...	5					3					9					1			18	
uilders	17										6				**1** 1					**1**
rs.....	21								3		16			2	2		5		24 49	
-makers.	19													2					21	
rs.....																				
ers.....	14									1			2	1					18	
founders	9	**1** 1									1			1		2			14	**1**
s.....																				
rsmiths..																				
rs.....	4																		4	
-tenders	8																		8	
n.....	6																		6	
rs....	123		**1** 1	**1** 1	**1**		**1** 1	24		21	29	6		85	83	50	48	26	498	**4**
rs' rig-																				
.....																				
s.....	33		7	1										1	1			1	44	
ters.....	4				**1**														4	**1**
rs.....																				
rs.....																				
ands....																				
rapher..																				
eepers...	15																		15	
s.....	9																		9	
raughts-																				
.....	1																		1	
htsman																				
inspector	2																		2	
d men..	32													2					34	
	650	**1** 1	**1** 10	**1** 2	**2** 2	3	**2** 2	31	10	35	71	7	2	149	**1** 102	74	66	36	1253	**8**

ectfully submitted.

——, *Naval Constructor, U. S. N.*

——, *Commandant.*

ires in roman represent men required. Figures in black letter represent men discharged.

(No 41.) *Report of labor for Bureau of Construction and Repair, Navy-Yard, November, 1874.*

Classification.	Total number on roll November 1st.	VESSELS BUILDING AND REPAIRING.													
		November 2d.	November 4th.	November 5th.	November 6th.	November 7th.	November 9th.	November 10th.	November 11th.	November 13th.	November 14th.	November 16th.	November 30th.	Total for November.	Total discharged.
Shipwrights	194	2	**1**	**36**	....	....	**61**	2	2	....	**46**	....	**34**	200	**178**
Borers	76	2	....	....	**23**	**28**	**9**	....	1	....	**1**	....	**6**	79	**67**
Sawyers	18	....	....	....	**9**	**5**	....	....	....	....	**1**	....	**2**	18	**17**
Millmen	2	....	....	....	....	....	....	....	....	....	....	....	**1**	2	**1**
Joiners	71	....	....	....	....	**10**	....	....	....	....	**1**	....	**17**	71	**28**
Cabinet-makers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Pattern-makers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Shipsmiths	74	....	**20**	....	....	....	....	....	....	....	**13**	....	**31**	74	**64**
Steam-hammers men	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Heavy forgers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Machinists	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Iron-platers	41	3	....	....	....	**15**	....	....	....	....	**1**	**18**	**6**	44	**40**
Galvanizers	7	2	....	....	....	....	....	....	....	....	**4**	....	**3**	9	**7**
Mast-makers	18	1	....	**4**	....	....	....	....	....	....	**4**	....	**7**	19	**15**
Boat-builders	23	....	....	**4**	....	....	....	....	....	....	**12**	....	**6**	23	**22**
Painters	49	1	....	**1**	....	**11**	....	....	....	**23**	....	....	**11**	50	**46**
Block-makers	21	....	....	....	....	....	....	....	....	....	**7**	....	**8**	21	**15**
Turners	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Plumbers	18	....	....	....	**4**	....	....	....	....	....	....	....	**11**	18	**15**
Brass-founders	13	....	....	....	**1**	....	....	....	....	....	**9**	....	**1**	13	**11**
Tinners	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Coppersmiths	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Coopers	4	....	....	....	....	**1**	....	....	....	....	....	....	**2**	4	**3**
Engine-tenders	8	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Firemen	6	....	....	....	....	....	....	....	....	....	....	....	**1**	6	**1**
Laborers	494	28	....	....	**85**	**100**	**185**	....	....	....	**35**	....	**34**	522	**489**
Laborers' riggers	....	....	....	**50**	....	....	....	....	....	....	....	....	....	....	....
Calkers	44	....	....	....	....	**7**	....	....	**19**	....	**6**	....	**4**	44	**36**
Teamsters	3	....	....	....	....	....	**3**	....	....	....	....	....	....	3	**3**
Spinners	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Scrapers	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Store-hands	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Photographer	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....
Ship-keepers	15	....	....	....	....	....	....	1	....	....	....	....	....	16	....
Writers	9	....	....	....	....	....	....	....	....	....	....	....	....	9	....
Assistant draugtshman	1	....	....	....	....	....	....	....	....	....	....	....	....	1	....
Draughtsman and inspector	2	....	....	....	....	....	....	....	....	....	....	....	....	2	....
Detailed men	34	....	....	....	....	....	....	....	**1**	....	....	....	....	34	....
	1,245	39	**21**	**95**	**122**	**177**	**258**	3	**20** 3	**23**	**140**	**18**	**185**	1,280	**1,059**

Respectfully submitted.

——— ———,
Naval Constructor, U. S. N.

To ——— ———,
Commandant.

Figures in roman represent men required. Figures in black letter represent men discharged.

(No. 41.) *Report of labor for Bureau of Construction and Repair, Navy-Yard, December, 1874.*

Classification.	Total number on roll December 1st.	VESSELS BUILDING AND REPAIRING.				
		December 1st.	December 18th.	December 19th.	December 21st.	Total for December roll.
Shipwrights	18					18
Borers						
Sawyers						
Millmen	1					1
Joiners	14					14
Cabinet-makers						
Pattern-makers						
Shipsmiths	11					11
Steam-hammers men						
Heavy forgers						
Machinists						
Iron-platers	11	1				12
Galvanizers						
Mast-makers	6		1			7
Boat-builders	4			1		5
Painters	3					3
Block-makers	5			1		6
Turners						
Plumbers	4				1	5
Brass-founders	3					3
Tinners						
Coppersmiths						
Coopers	1		1			2
Engine-tenders	2					2
Firemen	7					7
Laborers	6					6
Laborers' riggers						
Calkers	6					6
Reamers						
Spinners						
Scrapers						
Store-hands						
Photographer						
Ship-keepers	17	1				18
Writers	8					8
Detailed men	5					5
Draughtsman and inspector	2					2
Assistant draughtsman	1					1
	135	2	2	2	1	142

Respectfully submitted.

——— ———,
Naval Constructor, U. S. N.

To ——— ———,
Commandant.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 28, 1876.

DEAR SIR: You may remember that when replying to your inquiry yesterday regarding unauthorized timber being in the yard, I quoted from a letter from myself to the Chief of Bureau of Construction, dated *September* 4, 1874, and then, in following along the chain of correspondence, discovered an error in the dates which I could not account for. I then dropped the dates and gave the substance of the correspondence. I now find, upon an examination of the records of this office, that the date given by me as the 4th should have been the 24th. I therefore send you the within correspondence, with the request that it may be inserted in the record, as a substitute for the verbal testimony given on this point, should the committee deem it necessary. The letter marked "D" is added to show the action of the bureau on my report.

With great respect, I remain your obedient servant,

EDWD. T. NICHOLS,
Commodore, U. S. Navy.

Hon. R. Q. MILLS,
Chairman Subcommittee Naval Affairs.

A.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, September 23, 1874.

SIR: Before leaving, in obedience to the orders assigning you to duty at the New York navy-yard, you will be pleased to furnish me a statement of all lumber, timber, or articles of any kind now in the yard which have not been covered by duly approved requisitions. You will embrace in your statement the quantities, dates of deliveries, and the specific authority under which they were delivered.

You will also embrace in the same statement the amount of rejected material of all kinds remaining in the yard; how long it has been here, by whom delivered, whether on contract or requisition, with dates of the same.

Very respectfully,

ED. T. NICHOLS,
Commodore, Commandant.

Naval Constructor S. H. POOK, U. S. N.,
Navy-Yard, Boston.

Correct copy.

ED. T. NICHOLS.

B.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, September 24, 1874.

COMMODORE: Please find inclosed a statement of lumber, timber, and other articles called for in your letter of the 23d instant, now in the yard, which have not been covered by duly approved requisitions. Also a statement of the qualities, dates of deliveries, and authority by which they were delivered, and the amount of rejected materials remaining in the yard, by whom delivered, whether on contract or requisition.

I would say that there has been delivered by Messrs. Trickey & Jewett 32,047 cubic feet yellow-pine stock-logs, 5,278 cubic feet white-oak plank stock-logs, 650 white-oak knees, not covered by approved requisitions.

(To the best of my knowledge and belief the above was delivered by consent of the bureau.)

2,697¼ cubic feet locust timber approved, price in dispute.

Rejected timber.

200 feet white-oak plank, property of Jewett & Trickey, delivered July 28, 1874.
12 white-oak knees, property of Jewett & Trickey, delivered April 29, 1874.
18 hickory butts, property of Jewett & Trickey, delivered April 26, 1873.
5 hickory spars, property of Jewett & Trickey, delivered July 26, 1873.
Rejected same dates:
About 300 sticks live-oak timber, property of W. C. N. Swift, delivered between 1871 and 1874, inclusive.
25 sticks live-oak timber, property of James Bigler & Co., delivered July 12, 1871; rejected same date.

Very respectfully,

SAMUEL H. POOK,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N,
Commandant Navy-Yard, Boston.

Correct copy.

ED. T. NICHOLS.

C.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, September 24, 1874.

SIR: It having come to my knowledge that very considerable quantities of timber and other materials have been delivered at this yard for which there was no requisitions or other authority, I called upon the naval constructor for information in regard to it. I inclose copy of his reply, and would respectfully request the instructions of the bureau in the matter.

If material is delivered in the yard in this way, without requisition or authority coming through the commandant, it will be impossible for him to properly scrutinize bills or keep the run of affairs. In order to prevent a recurrence of this state of things, I shall forbid the reception of all material not covered by duly approved requisitions or directions from the bureau.

I would also call the bureau's attention to the rejected timber in the yard, some of which seems to have been here since 1871.

Very respectfully,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief Bureau Construction and Repair, Washington, D. C.

Correct copy.

ED. T. NICHOLS.

D.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 5, 1874.

SIR: You will please have requisitions made for the white-oak and yellow-pine timber, and for the 650 white-oak knees delivered by Messrs. Trickey and Jewett, in the yard under your command, for which bills can be made for the knees at regulation prices, and for the white oak and yellow pine at fair market-prices.

Bills for locust timber will be made at the lowest market-price.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

Correct copy.

ED. T. NICHOLS.

NAVY-YARD, BOSTON,
December 24, 1875.

A board, of which Captain R. Chandler is senior officer, convened by order of the commandant, dated December 7, 1875, met this day, all the members present.

In order to procure necessary books and papers to enable the board to proceed with the duty assigned them, an adjournment was had until January 4, 1876, when the board met, all the members present.

Philip Cassidy, foreman joiner in yards and docks department, was called, and in response to questions stated: That, with the exception of one lot, he had never been called to measure or inspect any lumber received. Such inspection is performed by a laborer in the department, named Dimon. He has made objection to the civil engineer, to the quality of lumber received. Was asked by Mr. Haskell, clerk to civil engineer, in July, 1875, to sign for 20,000 feet of lumber more than he had expended; this he refused to do.

Thomas H. Haskell, clerk to civil engineer called: Stated that he never asked Mr. Cassidy to sign for more lumber than he had expended. About the year 1872, shingles were issued in place of mahogany.

William E. Delano, clerk in charge of store-house, stated that in July, 1875, he handed a store-order to Mr. Cassidy to sign. Said order called for 20,000 feet of lumber in excess of what he had actually used. Mr. Cassidy declined to sign it, and was directed to confer with Mr. Haskell who would explain matters. At the time he took charge of the store-house, asked Mr. Bartlett, acting civil engineer, if he was responsible for such material, as proved to be short, he having heard it intimated that there was a large deficiency in lumber, and also suggested that a survey be held. Have never been asked to make orders for more material than was expended.

Mr. Cassidy recalled: Stated that Coleman, who then had charge of the lumber, 1874, was in the habit of delivering stock to the man who run the planing-mill; said stock, after being dressed at the mill, was sent to the store-house. This was done in violation of his (C.'s) orders. Think this stock was afterward sent out of the yard by means of passes issued by the civil engineer. Was requested in several instances to sign vouchers for more material than had been used by him. Was asked to do so by Mr. Gresham, assistant store-clerk; also by the civil engineer. (Mr. Hastings.) Always refused to sign fictitious vouchers or orders. Was told that if I did not sign them other parties would; and was also told that it was my business to sign such vouchers or orders as were presented to me by the store-clerk. In July, 1875, was asked by Mr. Haskell to sign for 20,000 feet of lumber, in excess of what I had used.

Mr. Dimon called: Have had charge of the lumber in yards and dock department since November, 1875. Keep record of stock expended, it being issued on orders signed by Mr. Cassidy. Sometimes have issued lumber on verbal orders. No lumber has been received since he has had charge.

Mr. Averill: Had charge of lumber in yards and dock department for about a year previous to November, 1875. Measured lumber, received and expended, and sent report of same to civil engineer's office. Expended lumber on written and verbal orders from foreman joiner; never knew of lumber being taken out of the yard. Kept small account-book from which made returns monthly to civil engineer. Adjourned.

JANUARY 6.

Board met pursuant to adjournment. All members present.

William E. Delano, store-clerk, recalled: In July, 1875, handed Mr. Cassidy an order for a quantity of lumber in excess of that expended by him, (Cassidy.) This order Mr. Cassidy refused to sign. Told him to see Mr. Haskell, who would explain matters to him. Understood that it was desired by Mr. Haskell to secure Cassidy's signature to this order, so the store-books might be made to balance more nearly. His attention was first called to deficiency in lumber at the time he took charge of the store.

Thomas H. Haskell, clerk to civil engineer, recalled: Stated that in July, 1875, Mr. Delano reported to him that Mr. Cassidy had refueed to sign an order for lumber that had been presented to him; asked Mr. Cassidy why he refused to sign it, and he said because he had not used so much as was there called for by 20,000 feet. Told him (Cassidy) that he had previously used large quantities of lumber on building No. 77 and other work that he had not signed for, and this was to make up for that used in the past. After this explanation Mr. Cassidy signed the order.

Account for the deficiency in lumber from the fact that large quantities of lumber have been used, but not expended on the books, as it should have been. Since July, 1874, the difficulty has been remedied by having foremen and others who had used material in the past sign up orders for such material. Mr. Cassidy has signed for material used in the past. Did not tell Mr. Delano that he wanted to straighten out his books, as a reason for desiring Cassidy to sign orders, as having received more lumber than he had used.

The deficiency in lumber was known and talked about, about a year or more ago. Civil engineer reported for duty in August, 1874, and at that time I informed him of the deficiency existing. It is the duty of the civil engineer to inspect the lumber received, but he has never done that duty personally; the duty having been performed by a laborer, (Mr. Dimon.) The system now existing is for this laborer to receive all lumber brought to him without any knowledge of the quantity contracted for or on hand. Reports of such inspection are handed in to the civil engineer's office.

Philip Cassidy recalled: Stated, in reference to the order in question, that Mr. Delano presented the order to him for his signature, but as it called for 20,000 feet more lumber than he had used, he declined to sign it; was referred to Mr. Haskell, who, after my refusal to sign the order as it then stood, changed the amount, by erasing the figure 1, which had been previously affixed.

This change being made, the order was signed. [The order referred to, No. 492, dated July 31, 1875, is submitted, and the following explanation given as to the changes made: The original order calling for 6,280 feet of pine timber (being the amount actually used) was increased in amount by prefixing the figure 1, thus making 16,280 feet, and 4,871 feet of spruce joist (being the amount actually used) was similarly treated, making 14,871 feet.] Told Mr. Haskell that he, Cassidy, didn't create the deficiency in the lumber, and didn't propose to help cover it up. Mr. Haskell never told witness that the lumber in question had been expended by him in building No. 77 in the past, and that this was to cover up such expenditure.

Otis Little, foreman of masons, called: Required some lumber in January or February, 1875, for sewer purposes—say 8,000 or 10,000 feet of spruce. Keeps no regular book of expenditures. Requires so much material for a job. Think the sewer was built about two years ago, before Mr. Granger was appointed civil engineer. Keeps no regular account of his work, but did keep an account of labor and material expended in repairing dredger. Have drawn *staging*-lumber during the past year. Drew from the sheds without the civil engineer's

order. Don't know whether he could get any lumber or not without the civil engineer's order. For some months the order has been not to deliver except upon the civil engineer's order.

George W. Pierce, draughtsman to civil engineer: Was present in July, 1875, when Mr. Delano spoke to Mr. Haskell in relation to the order referred to. Delano said to Haskell that Cassidy refused to sign the order. Haskell turned round and said, "By God, he will have to sign it." There was no further conversation between them that I recollect. Mr. Cassidy afterward told me he did not sign the order; and also told me that he informed Civil Engineer Granger that Haskell wanted him to sign an order for a false amount of lumber, and Mr. Granger said, in reply, that he supposed Haskell was trying to clear his books. Cassidy said to the civil engineer that he didn't propose to help Haskell clear his books. Knew a year or more ago that there was a discrepancy in the lumber-account. In February, 1875, Mr. Granger gave witness an order to make a survey of some lumber in sheds. Mr. Averill had charge of lumber, and had submitted a sort of running estimate of the amount of lumber on hand, and made a report to the civil engineer, showing a large deficiency. Was sent to make survey; did so, and reported to civil engineer. This survey refers only to a lot of lumber now covering live-oak timber in the lower yard. In October, 1875, the only honest survey of lumber ever made was had. Accounts for the deficiency of lumber from the fact that, in his opinion, large quantities of lumber, carried on the books, was never even received in the yard. Thinks there is no responsible survey or inspection of lumber when received. The store-clerk never surveyed lumber. Coleman, a laborer, was put in charge of the business of receiving and delivering lumber. The sewer was built in June and July, 1874, during the time Mr. Bartlett was in charge. Believe it was in February, 1875, that Mr. Little, foreman of masons, signed for large quantities of lumber.

Board adjourned until vouchers could be obtained from the bureau.

JANUARY 11.

Board met at 10 o'clock a. m.

All the members present.

Several store-orders, upon examination, were found to be irregular; in one case not being signed by the party receiving the material.

T. T. Buckly, inspector of paints, was called to identify his signature upon store-orders, and also upon vouchers, and in both instances he declared the signatures affixed not his own, nor had he authorized any one to sign for him.—[Store-order No. 288 submitted.]

Philip Cassidy recalled: Produced statements of lumber expended by him for the years 1874–'75, showing that he had expended and signed for all the lumber used on sewer built in June and July, 1874; but it is shown by store-order No. 231, February 27th, 1875, [herewith submitted,] some months after completion of the sewer, that Mr. Little signed for a large quantity of lumber, presumably used in building the same sewer.

Otis Little, foreman of masons, recalled: Estimates that he used about 10,000 feet of lumber in the sewer, and signed vouchers for the same. Was asked by Mr. Haskell if he did not use lumber on the sewer, and stated that he did—kept no account of material expended. Relied upon others to keep such accounts, and subsequently signed such orders and vouchers as were presented to him. Never was allowed a clerk, and was obliged to do his own writing.

Board adjourned to meet to-morrow, 12th instant, at 10 o'clock a. m.

JANUARY 12.

Board met pursuant to adjournment. All the members present. No witnesses were examined, and the report was made up.

JANUARY 13.

Board met. All members present. The report and minutes of the evidence were read, the report, as submitted, signed, and the board adjourned *sine die*.

I certify that this is a true copy of the record of proceedings of the board.

S. E. CHANDLER,
Recorder of the Board.

WASHINGTON, D. C., *February* 10, 1876,

SIR: I have the honor to make the following statements in reply to the board ordered by Bureau of Yards and Docks, December 15, 1875, to investigate the probable cause of deficiency of lumber in that department at the Boston navy-yard.

I joined the station in the latter part of September, 1874. I had hardly assumed charge when I was informed by foremen, clerks, and others that the amounts of lumber called for by the books were not in the yard. On investigation I found the lumber in a very bad condition, some in sheds and some laying out exposed.

It was in charge of a man named Coleman, rated as laborer, at $2 per day. He seemed to me to be too ignorant a man to have charge of so much property, and I applied to the commandant, E. T. Nichols, to allow me an assistant store-clerk, at a fair salary, whose duty it should be to have charge of, receive, and issue the lumber.

This he told me would be impossible, for he knew the bureau would not allow another clerk. I then suggested placing a man there who was competent, and giving him the pay of mechanic, $3.26 per day. This he said would be a false muster, but upon my urging it, as I thought it a necessity, he consented, and a Mr. Averill, rated as a wharf-builder, was placed there. I got the loan of an old iron pilot-house from the constructor, hauled it to the lumber-sheds, got permission to have a fire in it, and establish it as the office for the lumber-clerk.

He entered upon his duties in November, 1874, with instructions to make accurate measurements of all lumber received and issued, and report the amounts to my office, and all foremen were ordered to draw their supplies from him.

He was also ordered to, as speedily as possible, assort and repile the lumber, and measure it as he handled it, and the foreman of laborers was instructed to furnish him what men he could. I informed the commodore at the time that I was taking the account as fast as possible with the few men I had. The survey showed a deficiency of nearly half a million feet. I reported it to the commodore, and after going over it again to my own satisfaction, told him I was satisfied of the correctness. Told him I would rather have a "board of officers" go over it, as then there could be no cause for future surveys, and would have more weight than a statement made from my own department. He consented, and going to my office, I wrote him officially to that effect. He appointed a board of which Commander Selfridge was chairman. They handed and measured the lumber, and it was found to agree with my account as nearly as two such surveys would. The original report of this board was sent to the bureau as a voucher, with a statement giving the amounts of lumber as per books, and in another column the amounts as per the survey, with two other columns showing surplus and deficiencies; and in a letter transmitting it, I asked the bureau to allow me to take up in my next quarterly return the amounts as found by the survey.

The bureau then wrote to the commodore of the yard to order a board to investigate the probable cause of the large deficiency, which was done. The board met, examined witnesses, and adjourned. For some unexplained reason, this board never called upon me to testify, and I never saw or heard of their report until it was handed me here at Washington.

The injustice they have done me will be seen by the following:

They report (on pages 1 and 2) that "the civil engineer selects, purchases, receives, and inspects all lumber." The fact is, all lumber is selected and purchased by the purchasing-paymaster at Boston.

Mr. Cassidy testifies (page 1 of testimony) that it is inspected by a laborer named Dimon. His testimony is refuted by Mr. Averill s, who testifies (page 4) that for the year previous to last November he measured all lumber received and issued, and again by Mr. Dimon's testimony (on same page) that no lumber had been received since he had charge of the timber-shed. This shows and proves that from November, 1874, to November, 1875, I had a competent man at the shed to receive and issue lumber.

They also say (on page 2) that I was appointed in August; censure me for not knowing what I was accountable for, and that "nearly a year had elapsed before anything was done."

When the facts are, that I was not appointed in August and did not receive orders to join the yard, I think, till near the first of October, and Mr. Pierce testifies that in February, 1875, I ordered him to assist in making a survey of the lumber, and that he knew Mr. Averill had charge of the lumber and had made a report to the civil engineer, showing a large deficiency. He, Pierce, (on page 11,) testifies that he considers the survey made by the board of officers the only honest survey ever had. This, it will be borne in mind, was the survey made at my request, and conformed very nearly to the unofficial survey I had made.

In regard to the orders which Mr. Little signed, and which Mr. Haskell asked Mr. Cassidy to sign, the board say, when Mr. Cassidy brought the fact to the notice of the civil engineer, "Mr. Granger remarked that he supposed Mr. Haskell wished to clear his books, which remark shows that Mr. Granger was cognizant of the fact." What are the facts? Mr. Cassidy don't say so, but Mr. Pierce says that Mr. Cassidy told him so. Why the board use Mr. Pierce's hearsay statement, when they had Mr. Cassidy as a witness, and a willing witness against me, I cannot explain without impugning the fairness of the board. In the winter of 1874 and 1875, Messrs. Cassidy and Little both told me that they had used lumber in Mr. Hastings's time that had never been accounted for. Mr. Little said he knew he had had it, and would and did sign the order for it. As the signing of the order would account for so much of the deficiency, and was in conformity with the truth and the facts, as stated to me, and was not designed to conceal anything, I saw no objection to it.

The deficiency to be accounted for was no concern of mine. It took place before I went to the yard. The absence of any possible motive, on the part of anybody, to make what the board seem to consider a fraudulent order, is a complete answer to all their innendoes, on the same, against me, at all events.

On pages 6 and 7, they tell of a forged store-order which they found, but they leave the reader to suppose that it was forged during my time. It is dated nearly six months before I came to the yard.

The board take pains to say that the fact of this forged order "proves dishonesty on the part of some one in the department of Yards and Docks office." As I am the only living person whose acts were under investigation, and as the report was to be used for my benefit or injury, it cannot be doubted that the board meant to insinuate dishonesty on my part. They carefully avoid mentioning the fact, just stated, that the forgery, and the others which the board suspect to exist, were long before my day. It is difficult for one smarting under the injustice of such cowardly insinuations to avoid returning the charge of dishonesty upon the men who make it. But perhaps an unfounded prejudice may explain what seems so inexplicable.

Again, on page 6, they say, "The investigation also demonstrated that store-orders were irregularly signed, some being approved by the civil engineer, some by the chief clerk, and some by the foremen." The reader again would infer that this was the state of things now, when every officer of that board knows that these irregularities only occurred during Mr. Hastings's administration. Not an order can they find so signed since I took charge, and every man who testified before that board would testify to-day, if called, that they never signed an order or anything else requiring my signature for me.

They say the lumber has been, and still is, in charge of an irresponsible laborer, who issues it "on almost anybody's order." This implies that the state of things described has been continuous during my administration. I have already set forth the facts on this subject, and my efforts to keep a suitable man in charge, but the statement is wide of the truth in every respect. The laborer now employed has had charge only since November last, when Mr. Averill was taken away, by order of the commandant, when the force was reduced.

The method of issuing lumber during my administration is this: A foreman needs lumber to perform a certain work; he cannot tell the exact amount, so that an order can be at once made out, but the man at the shed is ordered to give him the lumber, taking an accurate measurement of it, which measurement, in feet and kind, is sent to my office, and then store-orders are issued for the exact amount. The store-order is issued once a month, and no complaint has ever been made of the measurements sent from the shed. Thus every inch has been accounted for, and this is the "system" which the board say "would bankrupt any private concern." I have taken up every statement of the board, and shown that these statements are either mistakes of facts, or totally inapplicable to me. It remains to refer to their conclusion; it is as follows:

"After a careful examination of the vouchers, orders, and books, (one important one marked D, which is inclosed, and has been kept in lead-pencil, having marks of erasures and substituting figures.) the board is of opinion that the cause of deficiency in the lumber in Yards and Docks department at this yard is owing to negligence, carelessness, and mismanagement on the part of the late Charles Hastings and Civil Engineer Brownell Granger."

The board cannot even state their conclusion without throwing into a parenthesis a remark which is an implied charge of dishonesty against me. Yet the book marked D, as the board must have known, (although they keep out of sight the fact,) was Mr. Hastings's book, and I never even saw it.

The rest of their conclusion, charging negligence, carelessness, and mismanagement upon me as a cause of the deficiency in lumber at the yard, is met by this simple recapitulation of the facts:

I. The deficiency existed as great as at the time the board met, before I went to the yard.
II. I first discovered the deficiency and set to work to ascertain the amount.
III. I made the survey, and by my own acts brought out the investigation.
IV. My whole effort has been to make the accounts conform to the truth.
V. The conclusion of the board is utterly disproved by the testimony of the witnesses they examined.

I do not wonder that Commodore Howell, Chief of the Bureau of Yards and Docks, did (after reading the report of this board) ask you to dismiss me. If that report was true as to me, I should expect nothing else; but instead, I claim I am entitled to credit for bringing order out of chaos in my department of the Boston yard. Should any doubts exist to the conclusiveness of my answer to all the statements and insinuations of the board, then I would respectfully request that an opportunity may be afforded me to prove the actual facts of the case before a competent and impartial tribunal.

BROWNELL GRANGER.

Hon. GEORGE M. ROBESON,
Secretary of the Navy.

List of men employed in the navy-yard, Boston, by order of Chief of Bureau of Construction and Repairs, from October 25, 1873, to March 1, 1876.

Date.		Name.	Rating.	Pay per diem.
1873.				
October	25	Jesse H. Lord	Writer	$3 25
November	5	W. P. Blaney	Quar. shipkeepers	3 00
	15	J. S. Remick	Foreman bending-mill	4 50
	20	Robert Hanley	Shipwright	3 26
December	9	Martin Drake	Store-laborer	2 76
	26	Henry Christie	Laborer	2 00
1874.				
January	10	Nath'l Knowlton	Boat-builder	3 26
	30	Chas. Carr	Plumber	3 00
February	3	Walter A. Webster	Iron-plater	3 26
	10	Michael Tobin	Bolter	2 76
March	2	Edward Swan	Block-maker	3 26
	6	A. A. Woodward	Quar. brass-finisher	4 76
	16	H. K. Mahoney	Boat-builder	3 26
	20	S. P. Edwards	Painter	3 00
	28	J. J. Taylor	Calker	3 50
April	1	Watson Cannon	Shipwright	3 26
	3	E. A. Lewis	Iron-plater	3 26
	4	Geo. K. Dodge	....do	3 26
		Geo. W. Nottingham	Shipwright	3 26
		Hugh Rowan	....do	3 26
		Thos. Gilligan	Borer	2 76
	6	Frank A. Brown	Iron-plater	3 26
		P. W. Golliff	....do	3 26
		S. Holbroke	Boat-builder	3 26
		Andrew Jackson	Calker	3 50
		Geo. P. Smith	....do	3 50
		Richard Dee	Blacksmith	3 50
		Geo. B. Bushee	Painter	3 00
		Jno. McCormick	Borer and bolter	2 76
		Jas. Cunningham	....do....do	2 76
	10	Jno. H. Roberts	Iron-plater	3 26
	15	A. F. Anderson	Ship-keeper	2 50
May	21	O. H. Simons	Second-class iron-plater	3 00
June	4	Everett Dodge	Iron-plater	3 26
	24	Geo. W. Cook	Quar. saw-mill	3 76
		W. W. Davis	Writer	3 25
		Theo. A. Melvin		3 76
		F. F. Tilden, jr	Writer	3 25
July	23	Hugh Rowan	Shipwright	3 26
August	12	S. S. Lincoln	Bolter	2 76
		S. P. Edwards	Painter	3 00
September	7	Chas. Coy	Iron-plater	3 26
		Peter McKenna	Laborer	2 00
		John Corcoran	....do	2 00
		Jas. McElroy	....do	2 00
		Dan'l Madden	Blacksmith	3 50
		John Conley	....do	3 50
		Edward McSweeney	....do	3 50
	8	Jno. L. Chapman	Joiner	3 26
		Joel Gilmore	....do	3 26
	14	Collins Edwards	Painter	3 00
	19	Geo. W. Wood	Writer	3 25
		Merton Simonds	Assistant clerk	4 25
October	12	Joel F. Cotton	Writer	3 25
	16	A. A. Norton	Store-laborer	2 76
	28	G. P. Phinney	Writer	3 25

List of men employed in the navy-yard, Boston, by order of Chief of Bureau of Construction and Repair, from October 25, 1873, to March 1, 1876—Continued.

Date.		Name.	Rating.	Pay per diem.
1874.				
December	5	A. A. Woodward	In charge brass foundery	$4 76
	9	Jer. Galvin	Store-hand	2 76
	19	Geo. W. Wood	Writer	3 25
	21	Walter A. Webster	Iron-plater	3 26
1875.				
January	12	Wm. A. Kennedy	.....	.....
	16	J. H. H. Wilson	Pattern-maker	3 50
		Dan'l Donovan	Ship-keeper	2 50
		Patrick Gilday	....do	2 50
		Wm. Fitzgerald	....do	2 50
		Jno. F. Marston	....do	2 50
		Peter McGurk	Iron-plater	3 26
		Frank A. Brown	....do	3 26
		L. D. Burbeck	Joiner	3 26
		John Sampson	Quar. tool-room, &c	3 76
		Wm. Butterick	Iron-plater	3 26
		Jas. T. Pierce	Calker	3 50
	21	W. A. Kennedy	.....	.....
		Walter A. Webster	Iron-plater	3 26
	23	Hugh Rowan	Shipwright	3 26
		Edward W. Hayes	Writer	3 25
	29	George McElvain	Iron-plater	3 26
February	1	Benjamin H. Butler	Foreman galvanizers	4 50
	9	Thomas Christie	Painter	3 00
	13	George W. Cook	Quar. mill-men	4 50
	17	Simon McKay	Store-hand	3 50
March	11	G. W. Cook	Quar. saw-mill	4 50
	16	Richard Die	Quar. shipkeepers	3 00
		Lucius Burbeck	Joiner	3 26
	17	C. W. Parker	Store clerk	1,250 00*
April	7	James P. George	Iron-plater	3 26
April	16	G. W. McElvain	Iron-plater	3 26
June	28	George P. Smith	Calker	3 50
		Jer. Galvin	In charge refuse wood	3 00
		A. A. Woodward	Quar. brass foundry	4 76
July	7	Wm. B. Sprague	Shipwright	3 26
		John H. Roberts	Iron-plater	3 26
	9	Hiram Smith	Shipwright	3 26
	20	L. D. Burbeck	Joinder	3 26
	21	Arthur A. Norton	Store-hand	2 76
		Edward Reardon	Borer	2 76
		Daniel Mahoney	..do	2 76
	24	O. D. Smith	Joiner	3 26
		Thos. C. Litchfield	Bolter	2 76
August	4	E. A. Lewis	Iron-plater	3 26
		Chas. D. McLaughlin	Laborer	2 00
	6	John Mullen	Bolter	2 76
		Harry W. Dorry	Painter	3 00
	7	Alexr. Southworth	Shipwright	3 26
		Joseph W. York	Iron-plater	3 26
		A. A. Norton	Store-hand	2 76
	9	Clarence Crame	Shipwright	3 26
	28	E. F. Sherman	.... do	3 36
		Thos. W. Fields	Iron-plater	3 26
		Cornelius Kelleher	Laborer	2 00
		Michael O'Niell	Third-class blacksmith	3 00
	30	George L. Grey	Calker	3 50

* *Pay per annum.*

List of men employed in the navy-yard, Boston, by order of Chief of Bureau of Construction and Repair, from October 25, 1873, to March 1, 1876.

Date.		Name.	Rating.	Pay per diem.
1875.				
September	11	Patrick Sullivan	Laborer	$2 00
		Wm. Reagan	do	2 00
		Peter Hayes	do	2 00
		Jeremiah Sullivan	do	2 00
		Michael Sullivan	do	2 00
	25	L. M. S. Horton	Iron-plater	3 26
		John Buckley	Second class iron-plater	3 00
		E. A. Nyman	Laborer	2 00
		Dan'l Sweeney	do	2 00
	30	Geo. H. Bachelder	Iron-plater	3 26
October	4	John Long	Second-class blacksmith	3 26
		Thomas Silligan	Laborer	2 00
		Michael Tobin	do	2 00
	16	Michael Ryan	do	2 00
	22	Kean M. A. Mahoney	Boat-builder	3 26
November	1	W. F. Horton	Writer	3 25
		W. G. Clapp	Joiner	3 26
	13	John B. Perkins	Sawyer or shipwright	3 26
	24	E. D. Linton	Boat-builder	3 26
		Michael Galvin	.....	.....
December	13	John B. Gillotte	.....	.....
	17	Chas. H. Currier	Shipwright	3 26
1876.				
January	18	Thos. D. Rice	Quar. shipkeeper	3 00
		Jer. Galvin	In charge refuse wood	3 00
	27	A. A. Woodward	Ldyman brass foundry	3 26
	29	Jer. Galvin	.....	.....
	31	Homer J. Edgerly	Quar. in charge paints	4 00
February	2	Jer. Galvin	.....	3 00
	11	John H. Roberts	Second-class iron-plater	3 00
		Thomas J. Marston	Iron-plater	3 26
	14	Michael Ryan	Laborer	2 00
	16	Thomas J. Marston	Quar. in charge iron-platers	4 00
	28	Sam'l Hicks	Calker	3 50
	29	Simon McKay	Store hand	2 75
		Total	.....	145 00

List of men employed in the navy-yard, Boston, by order of Chief of Bureau of Steam-Engineering, from December 15, 1873, *to March* 25, 1875.

Date.		Name.	Rating.	Pay per diem.
1873.				
December	15	Jas. Fitzpatrick	Store hand	$2 76
1874.				
March	27	Geo. A. Davis	Machinist	3 00
April	23	Joseph Carey	Minor	.....
May	18	J. Austin Johnson	.....	.....
August	21	W. Z. Bean	Machinist	2 76
October	6	Edward Gagin	Brass foundry	2 76
		Thos. Pierce	Quar. brass foundry	4 76
		Geo. Thompson	.....	.....
1875.				
January	5	Engene Mack	Minor	.....
	8	Thos. Pierce	Quar. brass foundry	4 76
February	10	D. J. Hurley	Machinist	3 00
March	25	Otis Brady	....do	3 00

List of men employed in the navy-yard, Boston, by order of honorable Secretary of the Navy, from January 10, 1874, *to January* 16, 1875.

Date.		Name.	Rating.	Pay per diem.
1874.				
January	10	Benjamin T. Spooner	Ship-carpenter	$3 26
		Nathaniel Cushing	.....do	3 26
	26	John W. Trickey, 2d	Gate-keeper, &c	1,000 00*
	28	Lyman H. Bigelow	Clerk, navigation department	1,400 00*
February	9	John B. Hurley	Watchman	2 50
	7	Merton Simonds	Time-clerk, cons. and repair	1,500 00*
March	18	Geo. W. Woods	Writer	3 25
April	27	Geo. N. Williams	Oakum-spinner	2 26
May	11	Samuel Ashland	Rope-maker	3 50
July	17	Jefferson Sawyer	Engineer	3 00
August	11	Otis Brady	.....	.....
September	1	Wilson Thornburg	Laborer, yards and docks	2 00
December	7	John W. Holmes	Minor	1 82
1875.				
January	11	Geo. Smith	Apprentice	.....
	16	Geo. N. Williams	Oakum-spinner	2 26

* Pay per annum.

No. 267.]

NAVY-DEPARTMENT,
BUREAU OF EQUIPMENT AND RECRUITING,
Washington, June 16, 1871.

SIR: The bureau having accepted an offer made by Messrs A. G. Cattell & Co., of Philadelphia, for the present delivery at the Boston navy-yard of 100 tons Manila hemp, of the first quality, at 15¼ cents per pound, and of 100 tons best Riga rein hemp, at $340 per ton of 2,240 pounds, deliverable at the Boston navy-yard within 60 days, you will please purchase the same, if it should pass a satisfactory inspection.

Further advices will be given when and where the Manila hemp can be now inspected, and also when the Russia hemp arrives.

Very respectfully, &c.,

WM. REYNOLDS,
Chief of Bureau.

Rear-Admiral CHARLES STEEDMAN,
Commandant Navy-Yard, Boston, Mass.

[Telegram.]

WASHINGTON, D. C., *June* 30, 1871.

To Rear-Admiral STEEDMAN,
Commandant Navy-Yard, Charlestown, Mass.:

Inspect and receive the lot of Manila hemp of which bureau has written you, if it passes usual inspection.

WM. REYNOLDS, *Chief.*

No. 314.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, July 6, 1871.

SIR: I forward, herewith, copy of a letter from the equipment officer in regard to Manila and American hemp. The former is now being received, and the latter has been ordered.

The recommendation for an additional supply is submitted for the consideration of the bureau.

Very respectfully,

CHAS. STEEDMAN,
Commandant.

Commodore WM. REYNOLDS, U. S. N.,
Chief of Bureau of Equipment and Recruiting, Washington, D. C.

EQUIPMENT OFFICE, NAVY-YARD, BOSTON,
July 5, 1871.

ADMIRAL: * * * * * * *

The Manila hemp ordered to be "inspected and received" by bureau's telegram of the 30th instant has also been examined, and a portion of it found to be of good quality; but there being but 125 tons in the lot, not enough can be selected from it to make up the one hundred tons required by the bureau. I have given orders that such of it as can pass the usual inspection be received at the rope-walk. Should the bureau desire to increase the stock of Manila on hand, a lot of 500 tons of superior quality is offered by Messrs. Joseph Vickerson & Co., of Boston, at 14¼ cents per pound.

Very respectfully, your obedient servant,

WM. F. SPICER.
Captain Equipment Office.

Rear-Admiral CHAS. STEEDMAN,
Commandant Navy-Yard, Boston.

UNITED STATES ROPEWALK, BOSTON,
July 3, 1871.

SIR: I have examined the lot American hemp belonging to Messrs. Thayer, Brigham & Co., and I believe it as represented, a first-rate lot of hemp, and would respectfully recommend its purchase.

I have also examined the lot of Manila hemp, or I should rather say the lots of hemp, for it is made up of small lots and is stored in different places. It is a fair lot taken together, but not as good an article as the last lot that was purchased of Messrs. Ropes & Co. As the entire lot contains but one hundred and twenty-five (125) tons, it gives no opportunity for a proper selection, and the price is 1 cent per pound higher than finer hemp can be had at the present times.

Messrs. Joseph Nickerson & Co. have a lot of five hundred (500) tons; any part of which they offer to sell the Government for 14¼ cents.

There is really no immediate need of purchasing Manila hemp at the present time; still, if the bureau desires to add to the present stock on hand of about two thousand (2,000) bales,

no better opportunity offers than this, to select from one hundred to three hundred tons of white Manila. The lot is so very large that it would not have to be selected so close, and a most excellent lot of hemp would be secured. I sincerely trust that preference will be given to the lot of Messrs. Nickerson & Co., as it is cheaper and the quality is finer and whiter.

Very respectfully,

M. H. WEBBER, *Superintendent.*

Capt. W. F. SPICER,
Equipment Officer, Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF EQUIPMENT AND RECRUITING,
Washington, July 8, 1871.

SIR: Your No. 314, of the 6th instant, with inclosure, is received.

The bureau does not desire to purchase more Manila hemp for the present.

Messrs. Cattell & Co. have notified the bureau that they will make up the 100 tons Manila, (their offer,) if the rejection of any portion of the lot under inspection should leave a deficiency, to which the bureau consents.

Very respectfully, your obedient servant,

WM. REYNOLDS,
Chief of Bureau.

Rear-Admiral CHAS. STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston.

No. 419.]

NAVY DEPARTMENT,
BUREAU OF EQUIPMENT AND RECRUITING,
Washington, September 27, 1871.

SIR: Referring to bureau's letter No. 267, of the 16th, June last, informing you of the purchase from Messrs. Alex. Cattell & Co., of 100 tons best Riga reim hemp, &c., you are informed that the Pudel, with the above hemp on board, is now expected to arrive at Boston.

When requested, please allow the vessel to come to the yard, for discharge of the hemp, provided it passes inspection.

When the hemp has been passed and received, please forward to this bureau the certificate of weight.

Very respectfully, &c.,

WM. REYNOLDS,
Chief of Bureau.

Rear-Admiral CHAS. STEEDMAN,
Commandant Navy-Yard, Boston.

No. 519.]

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 26, 1871.

SIR: I forward herewith, in accordance with the bureau's letter No. 419, of the 27th ultimo, the certificate of weights of hemp received from A. G. Cattell & Co. per the Pudel, together with a copy of the tests, as furnished from the ropewalk.

Very respectfully,

CHAS. STEEDMAN,
Commandant.

Commodore WM. REYNOLDS, U. S. N.,
Chief of Bureau of Equipment and Recruiting, Washington, D. C.

OFFICE UNITED STATES ROPEWALK,
Boston, October 25, 1871.

SIR: There has been two tests of the lot of hemp offered by Messrs. Cattell & Co. The result of the first lot is as follows:

FIRST LOT.

	Pounds.
Yarns of 20's, 3 trials, mean strength	3,173½
Untarred yarns of 40's, 3 trials, mean strength	4,140
	7,313½

	Pounds.
Mean strength of 20's and 40's	3,656
Percentage of tow and waste 22½ per cent.	
Tarred yarns of 20's, upon 3 trials, mean strength	2,813½
Tarred yarns of 40's, upon 3 trials, mean strength	3,673½
	6,486⅔
Mean strength of 20's and 40's	3,343

SECOND LOT.

Yarns of 20's, 3 trials, mean strength	3,243½
Untarred yarns of 40's, 3 trials, mean strength	4,226⅔
Mean strength of 20's and 40's	7,470
Tarred yarns of 20's, 3 trials, mean strength	2,713½
Yarns of 40's, 3 trials, mean strength	3,376½
Mean strength of 20's and 40's	3,043
The standard of strength is, untarred	4,200
The standard of strength is, tarred	3,200

Respectfully,

M. H. WEBBER, *Superintendent.*

No. 525.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 31, 1871.

SIR: I would inform the bureau that only about forty-two (42) tons of Riga reim hemp by the bark Pudel, offered by Messrs. A. G. Cattell & Co., has passed inspection. I have, therefore, in accordance with the inclosed request, authorized them to deliver from another cargo the balance required to complete the one hundred tons, subject to the Government test and inspection.

Very respectfully,

CHAS. STEEDMAN,
Rear-Admiral, Commandant.

Commodore WM. REYNOLDS, U. S. N.,
Chief of Bureau of Equipment and Recruiting, Washington, D. C.

BOSTON, *October* 30, 1871.

ADMIRAL: Out of the one hundred tons Riga reim hemp offered, ex bark Pudel, by Hon. A. G. Cattell, only about forty-two tons have been accepted at the ropewalk of the Charlestown navy-yard.

We are now requested by Mr. Cattell to offer for acceptance another invoice Riga reim hemp, to complete the one hundred tons ordered to be received from him. Asking for this permission,

We remain, very respectfully, your obedient servants,

ROBT. B. STORER & CO.

Admiral CHAS. STEEDMAN,
Commandant Navy-Yard, Charlestown.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 30, 1871.

SIR: Agreeably to your request of this date, you are hereby granted permission to furnish the balance of Riga rein hemp referred to in your communication, subject to the usual inspection.

Very respectfully,

CHAS. STEEDMAN,
Rear-Admiral, Commandant.

ROBT. B. STORER & CO.,
Boston, Mass.

No. 539.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 6, 1871.

SIR: I forward herewith report of the test of a sample of Russia hemp received from Messrs. A. G. Cattell & Co.

Very respectfully,

CHAS. STEEDMAN,
Commandant.

Commodore WM. REYNOLDS, U. S. N.,
Chief of Bureau of Equipment and Recruiting, Washington, D. C.

OFFICE UNITED STATES ROPEWALK,
Boston, November 2, 1871.

SIR: The following is the result of test of Russia hemp offered by Messrs. Cattell & Co.:

UNTARRED.

	Pounds.
Yarns of 20's, 3 trials, mean strength	3,230¼
Yarns of 40's, 3 trials, mean strength	4,013
	7,243¼
Mean strength of 20's and 40's	3,621

TARRED.

Yarns of 20's, 3 trials, mean strength	2,783
Yarns of 40's, 3 trials, mean strength	3,683
	6,466
Mean strength of 20's and 40's	3,233

Percentage of tow and waste 15¾ per cent.

Respectfully,

M. H. WEBBER,
Superintendent.

No. 477.] NAVY DEPARTMENT,
BUREAU OF EQUIPMENT AND RECRUITING,
Washington, November 11, 1871.

SIR: Your letter, No. 539, of the 6th instant, covering report of the test of a sample of Russia hemp received from Messrs. A. G. Cattell & Co., has been received.

Very respectfully, your obedient servant,

WM. REYNOLDS,
Chief of Bureau.

Rear-Admiral CHAS. STEEDMAN,
Commandant Navy-Yard, Boston.

No. 490.] NAVY DEPARTMENT,
BUREAU OF EQUIPMENT AND RECRUITING,
Washington, November 17, 1871.

SIR: Please inform the bureau if the tabular report of test of sample of hemp inclosed in your No. 539, of the 6th instant, referred to the first lot of forty-one tons of hemp, delivered by Messrs. A. G. Cattell & Co.

Very respectfully, your obedient servant,

WM. REYNOLDS,
Chief of Bureau.

Rear-Admiral CHARLES STEEDMAN,
Commandant Navy-Yard, Boston.

No. 578.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 23, 1871.

SIR: Referring to bureau's letter No. 490, of the 17th instant, the equipment officer reports that the report relative to test of hemp, forwarded, did not refer to the first lot (41 tons) delivered by Messrs. A. G. Cattell & Co.; it referred to the last lot sent in, which was rejected.

Very respectfully,

CHAS. STEEDMAN.
Rear-Admiral, Commandant.

Commodore WM. REYNOLDS, U. S. N.,
Chief of Bureau of Equipment and Recruiting, Washington, D. C.

OPEN PURCHASE.

Memorandum of amounts paid for live-oak timber at Boston navy-yard, under appropriation "Construction and Repair," during the fiscal year ending June 30, 1874.

No. 525, '73	$11,986 55
No. 560, '73	10,678 80
No. 562, '73	8,341 08
No. 570, '73	16,825 33
No. 578, '73	3,434 88
No. 580, '73	9,035 10
No. 1004, '73	10,735 05
No. 1078, '73	12,425 85
No. 1133, '73	20,275 80
No. 1284, '73	6,633 45
No. 1276, '73	7,419 30
No. 137, '74	17,574 60
No. 416, '74	47,219 55
No. 451, '74	54,667 87
Aggregate	237,253 21

For fiscal year ending June 30, 1875, (as above,) $62,679.75.

MEMORANDUM.

May 28, 1874, bills were made and approved in favor of Swift, for $47,219.55, and forwarded to bureau June 29, 1874. These bills were returned from the bureau with orders to have a new set, in order that they could be paid from appropriation Construction and Repair, 1874 and 1875.

July 2, the bills were again forwarded to the bureau, and again, August 11, 1874, they were returned to be made anew with date May 11 omitted. New sets were made and finally forwarded, August 14, 1874.

NAVY DEPARTMENT,
BUREAU CONSTRUCTION AND REPAIR,
June 29, 1874.

SIR: Inasmuch as Mr. W. C. N. Swift has delivered the live-oak timber much earlier than anticipated and agreed upon, some of his deliveries are properly to be paid out of appropriation Construction and Repair, 1874-'75.

In order to do so, it will be necessary to have new bills made out, dated and approved after July 1 next, which you will please have done.

Mr. Swift's bill, amounting to $47,219$\frac{55}{100}$, is herewith returned for that purpose.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
August 11, 1874.

SIR: The inclosed bill in triplicate, (No. 416, '74,) of Mr. W. C. N. Swift, for live-oak timber delivered at the yard under your command, amounting to $47,219 $\frac{55}{100}$, is herewith returned.

Please have a new set of bills made out, omitting the date May 11, so that it can be properly paid out of this year's appropriation, and forward them to the bureau.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[No. 416, '74.]

The United States Navy Department to W. C. N. Swift, Dr.

Appropriation: Construction and Repair. Bureau of Construction and Repair.

1874.

May 11. To live-oak timber as follows:

10,034	cubic feet, principal pieces, $2.10	$21,071 40
10,118	cubic feet, curved pieces, $1.80	18,212 40
5,290½	cubic feet, straight pieces, $1.50	7,935 75
		47,219 55

Authorized by bureau letter of January 5, 1874.

——, ——, 186 .

Received the above articles for

S. H. POOK,
Naval Constructor.

[No. 437, '75.]

The United States Navy Department to W. C. N. Swift, Dr.

Appropriation: Construction. Bureau Construction and Repair.

Live-oak timber as follows:

7,984	cubic feet, principal pieces, $2.03	$16,207 52
9,513¼	cubic feet, curved pieces, $1.73	16,458 35
10,078	cubic feet, straight pieces, $1.43	14,411 54
		47,077 41

Authorized by bureau letter September 18, 1875, (annexed.)
Approved September 27, 1875.

——, ——, 186 .

Received the above articles for

JOHN F. HANSCOM,
Naval Constructor.

[No. 463, '75.]

The United States Navy Department to W. C. N. Swift, Dr.

Appropriation: Construction. Bureau of Construction and Repair.

1875.

October 1. Live-oak timber, as follows:

11,724	cubic feet, principal pieces, $2.03	$23,799 72
16,227	cubic feet, curved pieces, $1.73	28,072 71
18,954½	cubic feet, straight pieces, $1.43	27,104 94
		78,977 37

Authorized by bureau letter of September 18, 1875, (annexed.)
Approved October 8, 1875.

——, ——, 186 .

Received the above articles for

B. H. SAMSON,
Foreman of Shipwrights.

[No. 639, '75.]

The United States Navy Department to W. C. N. Swift, Dr.

Appropriation: Construction. Bureau of Construction and Repair.

Live-oak timber, as follows:

14,254	cubic feet, principal pieces, $2.03	$28,936
5,721	cubic feet, curved pieces, $1.73	9,897
15,941	cubic feet, straight pieces, $1.43	22,795
		61,629

Authorized by bureau letter September 18, 1875, (annexed.)
Approved December 15, 1875.

——, ——, 186 .

Received the above articles for

J. W. EASBY,
Naval Constructor.

BUREAU OF CONSTRUCTION, &c.,
September 18, 1875.

SIR: The bureau has accepted the offer of W. C. N. Swift, to sell to the Government the quantity of live-oak timber he now has in the yard under your command and in its vicinity.

As this timber is offered you will please have it carefully inspected, (the inspector to be guided by the schedule requirements,) and approve bills for the same from time to time as the deliveries are made, at the following prices, viz:

For principal pieces, $2.03 per cubic foot.
For curved timber, $1.73 per cubic foot.
For straight timber, $1.43 per cubic foot.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

[Telegram.]

WASHINGTON, D. C., *February* 9, 1875.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

Allow the timber-inspector to measure Mr. Swift's live-oak timber now landing at East Boston.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 9, 1875.

SIR: Mr. W. C. N. Swift informs the bureau that he has agreed, for the payment of freight on his live-oak timber now landing at East Boston, that the measurement should be navy-yard measurement.

Under these circumstances, you will please permit the timber-inspector at the yard under your command to measure this timber.

You were telegraphed to this effect this morning.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore EDWARD T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[Indorsement.]

Mr. Sprague will be allowed to attend to these measurements for Mr. Swift, and when completed, the fact will be reported to me, when the order giving him the privilege of passing in and out of the gates will be revoked.

E. T. NICHOLS.

[Telegram.]

WASHINGTON, D. C., *March* 15, 1875.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

You will allow Mr. Swift's live-oak to be landed in the yard under your command.

I. HANSCOM,
Chief of Bureau.

[Telegram.]

BOSTON, *March* 15, 1875.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction and Repair, Washington:

I have received your telegram this date to allow Mr. Swift's live-oak to be landed in the yard. Is there any limitation as to quantity? At whose expense is it to be landed and hauled? Is it to be measured and inspected? One cargo is now at the yard, and two cargoes, I understand, at East Boston.

E. T. NICHOLS.

[Telegram.]

WASHINGTON, D. C., *March* 15, 1875.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

Allow twenty-five thousand (25,000) cubic feet of Swift's live-oak to be landed; not to be inspected. Haul it away with yard-teams that can be spared; other expenses by contractor.

I. HANSCOM,
Chief of Bureau.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 16, 1875.

SIR: The following telegram has been received by me, dated Washington, March 15, 1875:

"Allow twenty-five thousand (25,000) cubic feet of Swift's live-oak to be landed; not to be inspected. Haul it away with yard-teams that can be spared; other expenses by contractor.

"I. HANSCOM,
"*Chief of Bureau.*"

In compliance with above order, the timber, as landed, will be measured merely to ascertain the actual quantity which may be landed, and in no sense to be considered as a critical measurement and inspection to which timber is usually subjected on receipt. A place will be selected and assigned for its storage, where it is to be compactly stored; the expense of landing, handling, and storing to be borne by Mr. Swift. The only expense to be borne by the Government is for measuring and teams.

Respectfully,

ED. T. NICHOLS,
Commandant.

Naval Constructor J. W. EASBY, U. S. N.,
Navy-Yard, Boston.

Telegram.]

WASHINGTON, D. C., *April* 8, 1875.

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

Permit Mr. Swift to land an additional twenty-five thousand feet of live-oak.

I. HANSCOM,
Chief of Bureau.

[Telegram.]

To COMMANDANT NAVY-YARD,
Charlestown, Mass.:

WASHINGTON, D. C., *June* 10, 1875.

Referring to former orders with regard to landing Mr. Swift's live-oak, you will allow the cargoes of three more vessels now arrived, or to arrive, to be landed.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 15, 1875.

SIR: It is reported that a portion of the live-oak timber purchased from Mr. W. C. N Swift is now at East Boston.

As it will save expense in moving the timber by stowing it in the wet-dock, you wil please have it carefully inspected, measured, and numbered before loading it on scows, ane when brought to the yard, have it unloaded in the timber-dock.

Scows belonging to the Government and a steam-tug may be used in transporting the timber to the yard.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

No. 204.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 25, 1875.

SIR: At the request of Mr. W. C. N. Swift, I have directed the timber-inspector to inspect and measure the live-oak at East Boston, and as soon as the limited means of transportation at our command are in readiness, shall commence the removal of the timber. Will the bureau be pleased to inform me whether the expense of handling, loading, and unloading of this timber is to be borne by the Government or by Mr. Swift?

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore and Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 27, 1875.

SIR: Referring to your letter of the 25th instant, (No. 204,) relative to Mr. Swift's live-oak at East Boston, the expense of handling, loading, and unloading of this timber is to be borne by Mr. Swift.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

Contract for furnishing timber-bending machine at the Boston yard, John W. Griffiths, superintendent of the Union Ship-Timber Manufacturing Company, contractor.

This contract made and entered into this first day of September, one thousand eight hundred and seventy-one, (1871,) between John W. Griffiths, superintendent of the Union Ship-Timber Manufacturing Company, of East Boston, in the State of Massachusetts, as principal, and M. D. Ross, of West Roxbury, in the State of Massachusetts, and J. M. S. Williams, of Cambridge, in the State of Massachusetts, and C. Allen Browne, of Boston, in the State of Massachusetts, as sureties, of the first part, and the United States, by Isaiah Hanscom, chief of the Bureau of Construction and Repair, acting under the authority of the Navy Department, for and in its behalf, of the second part, witnesseth:

That the said parties of the first part do hereby contract and engage with the said United States, as follows: That, for the consideration hereinafter named they will, at their expense and risk, furnish and deliver and erect in the navy-yard at Charlestown, Massachusetts, one timber-bending machine of capacity sufficient for bending both the opposite timbers of white oak at the same time, to such curves as are required for sloops of war, the dimensions of such timbers not to exceed fifteen (15) inches at the heel, and six (6) inches at the head, molded and sided twelve (12) inches, and each fifty-five (55) feet long, and with a "knee-division" capable of bending to the required shape two (2) ten (10) inch knees at the same time. The said machine to be in conformity in all respects with the specifications hereunto annexed, and which are hereby made a part of this contract.

It is further stipulated and agreed by the parties of the first part, that before the machine is formally received by the Government they will test it to the capacity of the machinery by furnishing and bending to the entire satisfaction of the Bureau of Construction & Repair, the timber for three (3) frames, of suitable size for a sloop of war of fifteen hundred (1,500) tons, and to furnish and bend the timber for a test of the knee department to the extent of bending twelve (12) pairs of knees successfully.

The parties of the first part further stipulate and agree to furnish, at their own expense, an operator or foreman, who shall direct the operations of the machinery for three (3) months after it shall have been received by the Government, and that while said machinery is so operated by the said foreman or operator, they will be wholly answerable for all breakages which may occur to the machine, and will make the same good.

The machine to be ready for testing its capacity on or before the twentieth day of February, one thousand eight hundred and seventy-two, (1872.)

And the said parties of the first part further engage and contract that no member of Congress, officer of the Navy, or any officer holding any office or appointment under the Navy Dept., shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom. And it is hereby expressly provided, and this contract is upon this express condition, that if any such member of Congress, officer of the Navy, or other person above named, shall be admitted to any share or part of this contract, or to any benefit to arise under it, or in case the parties of the first part shall in any respect fail to perform this contract on their part, the same may be, at the option of the United States, declared null and void, without affecting their right to recover for defaults which may have occurred.

It is hereby further stipulated and agreed that if default shall be made by the parties of the first part in performing all or any of the stipulations of this contract, at the time, in the manner, and at the place above provided, then and in that case the said parties of the first part will forfeit and pay to the United States, as liquidated damages, a sum of money not exceeding twice the contract-price herein agreed upon as the price to be paid in case of the actual delivery and acceptance of the machine herein referred to, which liquidated damages may be recovered or retained from the said parties of the first part, or either of them.

And the said United States, by Isaiah Hanscom, chief of the Bureau of Construction and Repair, do hereby contract with the said parties of the first part as follows: That, for the aforesaid timber-bending machine furnished, delivered, tested, and fully received in conformity with the foregoing stipulations and conditions, there shall be paid to the said parties of the first part, or to their order, by the purchasing paymaster at Boston, on bills in triplicate, duly authenticated by the proper officers of the Charlestown navy-yard, the sum of one hundred and sixty thousand ($160,000) dollars: provided, however, that if after being tested in the manner and to the extent named in this contract, and before being formally accepted, the machine fails to perform all that is herein agreed upon, and is not in all respects satisfactory to the officers appointed to test and inspect it, the Government shall not be liable for any charges whatever, and the machine shall be removed from the yard at the entire risk and cost of the parties of the first part.

First payment.—The payments on this contract to be as follows: The sum of forty thousand ($40,000) dollars to be paid when one-third (⅓) of all the machinery is on the ground where the machine is to be erected, and after full plans of the machine shall have been furnished to the Bureau of Construction and Repair, or its inspecting officer, for which sum satisfactory and acceptable bonds in two (2) sureties shall be given. These and all other bonds are to insure the faithful fulfillment of this contract by the parties of the first part.

Second payment.—The further sum of forty thousand ($40,000) dollars shall be paid when

two-thirds ($\frac{2}{3}$) of all the machinery is on the ground where the machine is to be erected, and after one-third ($\frac{1}{3}$) of the machine has been erected, for which sum satisfactory and acceptable bonds in two (2) sureties shall be given.

Third payment.—The further sum of forty thousand ($40,000) dollars shall be paid when the whole machine shall have been erected, and when the final test of the machinery shall have been made as provided for in this instrument, and the machine shall be able to accomplish all that is herein contracted for it to do. After this payment has been made, the bonds held by the party of the second part shall be released, and before the final payment shall be made, the parties of the first part shall convey to the party of the second part the full right to use all patents covered by or in use on this machine; also, an instrument which shall entitle the party of the second part to the use of this machine, of any or all improvements which shall be held at any future time by the parties of the first part.

Fourth payment.—The fourth and last payment of forty thousand ($40,000) dollars shall be paid within eight (8) months after the completion and running of the machine.

In witness whereof the several persons, parties of the first part, and Isaiah Hanscom, chief of the Bureau of Construction and Repair, acting for the United States, of the second part, have hereto set their hands and seals this first day of September, A. D. 1871.

(Sig'd) JOHN W. GRIFFITHS. [L. S.]
Superintendent of Union Ship-Timber Manufacturing Company.
(Sig'd) M. D. ROSS. [L. S.]
" C. ALLEN BROWNE. [L. S.]
" JOHN M. S. WILLIAMS. [L. S.]

Signed, sealed, and delivered, in presence of—

(Sig'd) JOHN A. GLIDDEN,
" EVAN A. FUSSELL,

Witnesses to J. W. G., M. D. R., C. A. B. and J. M. S. W.

(Sig'd) I. HANSCOM, [L. S.]
Chief of Bureau.

Witness to signature of I. Hanscom—
B. F. HANLEY.

STATE OF MASSACHUSETTS,
County of Suffolk, ss:

M. D. Ross, of West Roxbury; J. M. S. Williams, of Cambridge; and C. Allen Browne, of Boston, being duly sworn, depose and say that they reside in the towns above specified, in the State of Massachusetts. That they are merchants, and the value of their property, over and above all debts and liabilities incurred by them, is over three hundred and twenty thousand dollars.

(Sig'd) M. D. ROSS.
" C. ALLEN BROWNE.
" JOHN M. S. WILLIAMS.

Sworn and subscribed this 23d day of September, 1871, before me.

(Sign'd) DANIEL SHARP,
[N. P. SEAL.] *Notary Public.*

Specifications of timber-bending machine.

Main machine.—The machinery for bending frame-timbers shall consist of a circular table or disk, and mounted thereon will be the forms, which are to be adjusted to give the different shapes required. The links of this joint-mold are to be of the best quality of cast-iron or gun-metal, as the case may require, and shall be adapted to the full requirements of the machine.

Form on table.—The adjustable mold to be so arranged that the timber may be taken out of the machine with the strap on it, in order that other timber may be bent without waiting for the bent timber to cool.

Number of links.—The number of links to joint-mold to be sufficient for the perfect bending of any frame which may be required.

Main frame.—The main upper and lower frames, which support and give strength to the whole structure, are circular under the table, and are twenty-five (25) feet ten (10) inches, extreme diameter. Main frame, depth, fourteen (14) inches; face under table, thirteen (13) inches; face under screw, eleven (11) inches; distance between upper and lower frame, five (5) feet ten (10) inches; height of upright columns from joint to joint, five (5) feet. (These columns unite upper and lower frames.) Columns under circular table, extreme width of face, eighteen (18) inches at ends; extreme depth toward centre of table, thirteen (13) inches; the upper and lower frames and columns to be fastened with two (2) inch turned screw-bolts.

Table.—The table to be in six (6) segments, securely bolted together with two (2) inch

turned screw-bolts, thickness at outer rim, four and three-quarters ($4\frac{3}{4}$) inches; at bearing on main frame, eighteen and one-half ($18\frac{1}{2}$) inches; at centre, where joined or united to main shaft, eighteen and one-half ($18\frac{1}{2}$) inches; thickness at one (1) foot from outer diameter, three (3) inches; at two (2) feet from centre of shaft, four and three-quarters ($4\frac{3}{4}$) to four and seven-eighths ($4\frac{7}{8}$) inches; main shaft to table to be sixteen (16) inches diameter in lower bearing; at upper bearing, two (2) feet five and one-half ($5\frac{1}{2}$) inches, and to have attached an apparatus for elevating the table. The table may be allowed to raise, say, one-third ($\frac{1}{3}$) on the main circular frame, and two-thirds ($\frac{2}{3}$) on shaft, which proportions may be changed by the elevating-screw.

Yoke.—The yoke or compressor controlling the heel of the timber to be fitted with hydraulic power, and to be of sufficient strength to fulfill its utmost requirements.

Plunger.—The plunger, as used on the present machine now erected in East Boston, to be applied to this machine for the purpose of controlling stubborn timber. The plunger-shaft to be seventeen (17) inches in diameter, and to be fitted with a cross-head and controlling-frame. This plunger and screw are driven by a nut three (3) feet long, which is securely attached to the driving-gear. The power is applied instantaneously by friction-clutches, which are to be of ample size and power, and to be made in the most workmanlike manner. Attached to the nut is a sleeve, which incloses the screw. This sleeve, working against a cross-head, forms a thrust-bearing, which takes all the strain exerted by the screw. The cross-head is firmly screwed to the main frame with four and one-half ($4\frac{1}{2}$) inch turned bolts, fitted with jam-nuts to take up any slack occasioned by the wearing of the thrust.

Knee-division.—The knee-division to be erected on the end of the structure for frame-timbers, and to be a continuation of said frame, and to be so arranged that knees may be bent at the same time and independently of the frame-timber machine.

Hydraulic power.—This machine to have a hydraulic power for the application of the end-pressure, and to be sufficiently strong in all its parts to do the work required without breakage, and to have all improvements which have been suggested by the working of the present machine. The screw-shaft for knee-division to have a seven (7) feet thrust; both frame and knee machine to have a cross-head and plunger-shaft attached, seventeen (17) inches diameter. The driving-shafts of frame and knee machine to be eight (8) inches at mid-length, and seven (7) inches in bearings; the power to be applied as in frame-machine, with friction-clutches to be made in like manner and pattern as those on frame-machine, and to be of ample capacity to take up and transmit all the power necessary to work these machines; to have four (4) straps for frame-timber, to be rolled in long lengths of best iron to be procured for the purpose, and to be of approved lengths and well fitted and riveted, and of sufficient thickness and strength to bend the timber to be tested on this machine.

The knee-machine to be furnished with twelve (12) sets of knee-gear, complete, all of which shall be capable of holding the knees when bent, and to be made of Norway iron.

Holders.—To be supplied with holders for three (3) complete frames of ship, to be sufficient in number to handle and control the timber when being framed, and to be mounted on wrought-iron tracks, and to be adjustable; to be easily shifted to suit shape of any frame in a ship, and to be of sufficient strength to control any bent timber which may be required to be placed in them.

Steam-stoves.—To have two (2) iron steam-stoves for knees, to be sufficient in size to take in a pair of knees or a pair of breast-hooks; to be seventeen (17) feet long, three (3) feet high, three (3) feet wide, all in clear; to have one steam-box for frame-timbers; to be four (4) feet wide, and four (4) feet high, and to be fifty-six (56) feet long, all in clear. The dimensions of these stoves shall be decreased or increased, if thought advisable, when all plans are finished, by permission of the superintending officer; all the stoves to be tested with a pressure of twenty (20) pounds per square inch, and to be well fitted with the necessary pipes, valves, and thermometers, and to be steam-tight when timber is in them.

The connection between engine and machine by shafting, pulleys, and belting to be first-class in every respect; all pulleys to be keyed on shaft and fitted with set-screws, and shafting to be of sufficient size and well fitted with hangers, and all to be fully capacitated to drive this machinery.

Boilers and engine.—Boiler and engine to be of ample capacity to do all that may at any time be required of them to operate this machinery successfully, and all the work on same to be first-class and mechanical.

Engine plans.—The plans for engine and boiler cannot now be submitted, but they are to be submitted and approved by the Bureau of Construction or its superintending officer before being built or placed in position.

The following dimensions of boilers and engine are now deemed sufficient, but may be changed before the plans of building are submitted: Two (2) locomotive-boilers fifty-two (52) inches diameter, set in brick-work, side by side, with cast-iron fronts, and to have an iron smoke-stack of twenty-four (24′) diameter, eighty (80) feet above ground, properly supported with guy-bands and rods; boilers to be tested with one hundred and fifty (150) pounds, cold pressure, and to have attached the necessary steam-gauges, water-glasses, and gauge-cocks.

Engine.—Engine to be non-condensing, eighteen (18) inches diameter of cylinder, ar forty-two (42) inches stroke.

The accompanying tracing is the plan of main portion of frame-bending machine. Tl tracing is considered only as a sketch, and is to be replaced by full plans as above spec fied. This machine to be ready for testing by the twentieth (20th) day of February, on thousand eight hundred and seventy-two, (1872.)

The utmost skill of the superintendent of the Union Ship-Timber Manufacturing Com pany will be exerted to make this a model machine, alike creditable to the company, to him self, and to the Government; and all material used shall be of the best quality. The work manship to be mechanical and unexceptionable.

Material and work.—All material used and work done on this machine shall be to the satisfaction of the inspecting-officer of the Bureau of Construction, and certificates shall be given of the condition of the work when application is made for payments on this contract.

It is understood that the party of the first part shall furnish full and complete plans of this machine before any application shall be made for any payments on this contract.

The plans for the building which shall be erected over this machine shall be prepared and submitted within fifteen (15) days of the signing of this contract; and the party of the first part is to furnish the labor for the erection of said building, which is to be of wood, and of similar type to the building in East Boston containing the present machine.

The party of the second part to furnish materials as fast as required for the erection of this building.

It is understood that the location of this machine shall be fixed upon within ten (10) day after the plans of buildings shall have been submitted.

The above specifications accompany and are a part of the contract of John W. Griffiths superintendent of the "Union Ship-Timber Manufacturing Company," with the Bureau Construction and Repair, of September 1, 1871.

[Indorsement.]

BOSTON, MASS., *September* 23, 187

Pay to the order of the treasurer of the Union Ship-Timber Manufacturing Compa monies that fall due to the party of the first part under this contract.

(Signed) JOHN W. GRIFFITHS,
Sup't Union Ship-Timber Manufacturing Compa

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
October 7, 187

SIR: Inclosed please find a copy of a contract made with John W. Griffiths, superint ent of the Union Timber Manufacturing Company, for the delivery and erection of a ber-bending machine at the yard under your command, which you will please file in y office.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau

Rear-Admiral CHARLES STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

EAST BOSTON, *October* 26, 1871.

SIR: The undersigned begs leave to inform you that he has complied with the requi ments of his contract of September 23, 1871, in so far as having placed in the navy-y more than one-third of this machine, and herewith presents drawings of the same.

He respectfully requests that the necessary steps may be taken for the first payment this contract.

Very respectfully,

JOHN W. GRIFFITHS,
Superintendent Union Ship-Timber Manufacturing Company

Rear-Admiral CHAS. STEEDMAN,
United States Navy-Yard, Charlestown.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, October 30, 1871.

GENTLEMEN: You are appointed a board to examine and report whether the machinery referred to in the inclosed copy of letter from John W. Griffiths, superintendent of Union Ship-Timber Manufacturing Company, has been delivered as stated.

Very respectfully,

CHAS. STEEDMAN,
Commandant.

Naval Constructor W. L. HANSCOM,
Chief Engineer THOS. A. SHOCK,
Civil Engineer CHAS. HASTINGS,
Navy-Yard, Boston.

NAVY-YARD, BOSTON,
Naval Constructor's Office, November 1, 1871.

SIR: In obedience to your order of the 30th ultimo, we have examined the machinery delivered by Mr. Griffiths on his contract, dated September 23, 1871, and find that, in our opinion, he has delivered fully one-third, as required by the terms of his contract.

Very respectfully, your obedient servants,

W. L. HANSCOM, *Naval Constructor.*
THOS. A. SHOCK, *Chief Engineer.*
CHAS. HASTINGS, *Civil Engineer.*

Rear-Admiral CHAS. STEEDMAN, *Commandant.*

No. 269.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 1, 1871.

SIR: The inclosed request of John W. Griffiths, superintendent of the Union Ship-Timber Manufacturing Company, with report of board appointed to examine into the matter, is submitted for the action of the bureau.

Very respectfully,

CHARLES STEEDMAN,
Rear-Admiral Commandant.

Chief Constructor I. HANSCOM, U. S. N.,
Chief of Bureau of Construction, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 4, 1871.

SIR: Your letter of the 1st instant, (No. 269,) relating to timber-bending machine, now being delivered at the yard, under your command, by John W. Griffiths, superintendent of the Union Ship-Timber, Manufacturing Company, under his contract of September 1, 1871, has been received.

If, in your opinion, and as stated in the report accompanying your letter, the contractor has delivered fully one-third of the machinery, as it is required by the terms of his contract he should do, before the first payment under it can be made, you will please, upon his filing with you satisfactory and acceptable bonds, in two sureties, for the amount of the payment, have bills in triplicate for the first payment of $40,000 prepared; and after being approved by you, forward them for the approval of the bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Rear-Admiral CHAS. STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, March 15, 1872.

GENTLEMEN: You will examine the machinery delivered by the Union Ship-Timber Man-

ufacturing Company, and report if the conditions of the contract have been complied with.

Very respectfully,

CHAS. STEEDMAN,
Rear-Admiral, Commandant.

Naval Constructor W. L. HANSCOM,
Chief Engineer THOS. A. SHOCK,
Assistant Civil Engineer N. T. BARTLETT,
Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON.
Naval Constructor's Office, March 16, 1872.

SIR: In compliance with your order of the 15th instant, we have carefully examined the machinery erected by the Union Ship-Timber Manufacturing Company for bending timber at this yard, and beg leave to report that it is in accordance with the contract, dated September 1, 1871, and that the company is entitled to the third payment, as herein provided.

Very respectfully, your obedient servants,

W. L. HANSCOM,
Naval Constructor.
THOS. A. SHOCK,
Chief Engineer.
NATH. T. BARTLETT,
Assistant Civil Engineer.

Rear-Admiral CHAS. STEEDMAN, U. S. N.,
Commandant, Navy-Yard, Boston.

NAVY-YARD, CHARLESTOWN, *March* 15, 1872.

SIR: I beg to report the completion of our machine, and respectfully request that the proper steps may be taken by which we may obtain the third payment on the contract.

I have the honor to be your obedient servant,

JOHN W. GRIFFITHS,
Superintendent, &c.

Rear-Admiral CHAS. STEEDMAN,
Commandant, Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 11, 1872.

SIR: Referring you to the contract of September 1, 1871, with Mr. J. W. Griffiths, for a timber-bending machine, it is very necessary that this machine should receive the most thorough test and examination in all its parts and appliances before being finally received and paid for; it must come fully up to all and each of the requirements of the contract. You will please, therefore, at a suitable time, order a competent board of officers to examine and test thoroughly and carefully this machine, and report thereon through you to the bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Rear-Admiral CHAS. STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, April 17, 1872.

GENTLEMEN: You are hereby appointed a board to examine and test thoroughly and carefully the timber-bending machine recently delivered at this yard by Mr. J. W. Griffiths, and report in duplicate, as required by the inclosed copy of letter from Bureau of Construction and Repair, dated April 11, 1872.

Very respectfully,

CHAS. STEEDMAN,
Rear-Admiral, Commandant.

Captain E. R. COLHOUN,
Naval Constructor WM. L. HANSCOM,
Captain R. B. LOWRY,
Chief Engineer THOS. A. SHOCK,
Civil Engineer CHAS. HASTINGS,
United States Naval Station, Boston.

UNITED STATES NAVY-YARD, BOSTON,
April 19, 1872.

SIR: In compliance with your order of the 17th instant, we have carefully examined the timber-bending machine delivered by J. W. Griffiths, superintendent of the Union Ship-Timber Manufacturing Company, on contract dated September 1, 1871, and have to report that the machine is substantially built, of apparently the best material, exhibiting excellent workmanship, and it performs all the work required of it under the contract. We unhesitatingly state that the machine is completed in accordance with the terms of the contract, and that the timbers and knees which have been bent are entirely satisfactory.

Very respectfully,

EDW'D R. COLHOUN, *Capt. U. S. N.*
W. L. HANSCOM, *N. C. U. S. N.*
R. B. LOWRY, *Capt. U. S. N.*
THOS. A. SHOCK, *Chief Engr. U. S. N.*
CHAS. HASTINGS, *Civil Engr. U. S. N.*

Rear-Admiral CHAS. STEEDMAN, U. S. N.,
Commandant.

MAY 8, 72.

For the action of the bureau, copy of letter from Mr. John W. Griffiths, superintendent of Union Ship-Timber Manufacturing Company, requesting the fourth and last payment on machinery furnished by that company.

Also inclosed is a copy of report of board convened for the examination and test of this machinery.

CHAS. STEEDMAN,
Rear-Admiral.

Chief Constructor I. HANSCOM,
Construction and Repair.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
May 10, 1872.

SIR: Your letter of the 8th instant, (No. 132,) and inclosures, relative to the timber-bending machine, have been received, and you are authorized to have made out the usual bills for the fourth and final payment in accordance with the terms of the contract.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Rear-Admiral CHAS. STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

NAVY DEPARTMENT,
Washington, August 1, 1870.

SIR: Inclosed are some communications in relation to a plan for bending ship-timber.

You will please direct a board of three line-officers and a naval constructor to examine the process, and report whether it is desirable to introduce the system into the navy-yards.

Return the papers with the report of the board.

Very respectfully.

GEO. M. ROBESON,
Secretary of the Navy.

Commodore CHARLES STEEDMAN,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, August 3, 1870.

GENTLEMEN: By direction of the Hon. Secretary of the Navy, you will convene as a board and examine the process of bending ship-timber as practiced by the Union Ship-Timber Manufacturing Company of Boston, and report, in duplicate, whether it is desirable to introduce the system into the navy-yards. Return the inclosed papers with your report.

Respectfully,

CHAS. STEEDMAN,
Commandant.

Captain A. BRYSON,
Commander GEO. E. BELKNAP,
Lieut. Commander A. KAUTZ,
Naval Constructor I. HANSCOM,
Navy-Yard, Boston.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, September 1, 1 [illegible]0.

SIR: In compliance with your order annexed, we have visited the yard and work-sh[illegible] of the Union Ship-Timber Manufacturing Company, at East Boston, and examined ca[illegible]fully the machinery and process of bending frame-timber of white oak of size suitable for a third-class sloop of war, the timber being sided 15 inches, and molded 16 inches at the heel and 6 inches at the top, 42 feet long. This timber had been steamed two hours previous to bending, and was bent into proper shape for a frame in about thirty minutes. It appears to be necessary to confine the timbers in the form bent with a strap for forty-eight hours, or until perfectly cool, after which they are ready for putting up in their position for a vessel. In bending, the fibers of wood are compressed on the inner curve, and in some slight degree expanded on the outside, but, from appearance, the strength of wood remains about the same after being placed in its new form. White-oak timber was bent at right angles in proper form for ship-knees, which were remaining in the machine. The fibers of wood of these knees were compressed so that the inner curve was about 4 inches shorter than on the outer curve. The question as to the relative strength of bent timber and timber of natural growth could only be determined by testing, which the board were not prepared to do, but from the tests made in 1856 by Lieutenant Worden and Naval Constructor Delano, which show that bent knees were fully equal in strength to those of natural growth, and from the report of Lloyd's insurance agents upon the strength of the ship New Era, built of bent timber, it would appear that white-oak timber lost none of its strength in bending. In using bent timber the best kind of timber is obtained, for all defects, such as rotten heart or knots, shakes, and wood-galls are immediately discovered, and the timber cannot be made useful. By obtaining perfectly sound timber and extracting the acid liquor or substance by steaming and pressure, a great deal is added to its durability and consequently its value, especially for ship-building purposes. It would be desirable under these circumstances to use bent timber in Government navy-yards wherever white-oak curved timber may be required.

The machinery for bending timber has been brought, by a number of years' practice, to a high state of utility. It consists of a jointed mold made up of cast-iron sections which have two horizontal projecting arms on the flush side, the one above the other, forming a groove between them for the timbers, The end of each of these sections is circular, and is secured like hinges, interlocked by its adjoining section, and held together by a vertical wrought-iron pin. The sections thus united form a series of joints adjustable to any form, and may be extended to any length. This mold rests upon a circular table with a circular frame beneath, 22 feet in diameter. This table, being 3¼ inches thick and pierced with slotted holes systematically arranged to receive the fastening of the mold, &c., is mounted upon a hollow shaft of cast iron 30 inches in diameter, and has a screw-thread cut in its outer surface at the lower end, by means of which the table may be raised or lowered, and made to bear a part or the whole of its weight on the shaft-bearing. On the lower edge of the table are circular cogs into which a pinion-wheel meshes; and the power applied to the pinion revolves the table. The table has an attachment fastened on the top, at its edge, called "head-block," which receives the small end of timbers and plate-strap covering the outside of timbers. The larger end of timbers is confined in a massive cast-iron clamp, which also receives one end of plate-iron strap. This clamp is mounted upon casters, and having a vertical roller on its back at the larger end, is drawn along by means of the plate-iron strap as the table revolves, the roller in end of clamp bearing against a vertical bulk-head raised from the floor of the building while the timber is being bent into the groove of joint-mold.

The clamp, as also the head-block, have screws passing through their ends, by the use of which pressure on the two ends of the timber is communicated.

This end-pressure applied to the timber draws the strap straight and to its full tensile dimensions, and when thus brought up against the outside of the timber, the process of bending commences by revolving the table.

A mold for bending knees is arranged upon the same table, and is complete in all its parts, details of which it seems unnecessary to describe. The whole machinery is massive and ingenious, although easily operated.

Very respectfully, &c.,

A. BRYSON, *Captain.*
GEO. E. BELKNAP, *Commander.*
A. KAUTZ, *Lieutenant-Commander.*
I. HANSCOM, *Naval Constructor.*

Commodore CHAS. STEEDMAN, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

Statement of number of men employed and discharged in the department of yards and docks, at Navy-Yard, Charlestown, from January 1, 1871, to March 1, 1876.

Date.	Number employed.	Employed since last report.	Discharged since last report.
1871.			
January 1	237	3	.....
February 1	240	9	1
March 1	248	17	8
April 1	257	7	3
May 1	261	118	9
June 1	370	13	4
July 1	379	7	212
August 1	174	7	33
September 1	148	26	19
October 1	155	31	16
November 1	170	23	2
December 1	191	8	23
1872.			
January 1	176	5	29
February 1	152	5	18
March 1	139	.....	.....
April 1	139	61	26
May 1	174	7	12
June 1	169	4	1
July 1	172	41	9
August 1	204	53	49
September 1	208	5	22
October 1	191	36	4
November 1	223	3	23
December 1	203	.....	73
1873.			
January 1	130	3	13
February 1	120	22	9
March 1	133	4	1
April 1	136	3	2
May 1	137	20	3
June 1	154	18	7
July 1	165	46	1
August 1	210	12	3
September 1	219	55	10
October 1	264	12	2
November 1	274	4	27
December 1	251	7	81
1874.			
January 1	177	1	76
February 1	102	17	1
March 1	118	14	.....
April 1	132	85	4
May 1	213	87	3
June 1	297	120	217
July 1	200	41	9
August 1	232	51	2
September 1	282	22	2
October 1	301	12	1
November 1	312	1	146
December 1	167	.....	40
1875.			
January 1	127	11	2
February 1	136	13	.....
March 1	149	1	1
April 1	149	7	1

Statement of number of men employed and discharged, &c.—Continued.

Date.	Number employed.	Employed since last report.	Discharged since last report.
1875.			
May 1	155	8	2
June 1	161	1	1
July 1	161	17	4
August 1	174	4	2
September 1	176	18	3
October 1	191	.....	17
November 1	174	16	64
December 1	126	5	.....
1876.			
January 1	131	2	8
February 1	125	2	8
March 1	119	.....	.....

Respectfully submitted.

BROWNELL GRANGER,
Civil Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

Statement of number of men employed and discharged in the department of equipment and recruiting, at navy-yard, Charlestown, from January 1, 1871, *to March* 1, 1876.

Date	Number employed.	Employed since last report.	Discharged since last report.
1871.			
January 1	121	85	2
February 1	204	.....	34
March 1	170	13	10
April 1	173	2	10
May 1	165	6	6
June 1	165	58	1
July 1	222	27	43
August 1	206	17	2
September 1	221	3	58
October 1	166	50	4
November 1	212	5	6
December 1	211	4	33
1872.			
January 1	182	13	21
February 1	174	40	15
March 1	199	1	55
April 1	145	2	1
May 1	146	10	.....
June 1	156	11	1
July 1	166	3	3

Statement of number of men employed and discharged, &c.—Continued.

Date.	Number employed.	Employed since last report.	Discharged since last report.
1872.			
August 1	166	38	3
September 1	201	26	16
October 1	211	3	2
November 1	212	3	62
December 1	153	6	9
1873.			
January 1	150	2	36
February 1	116	30	49
March 1	97	23	26
April 1	94	10	3
May 1	101	16	4
June 1	113	35	.....
July 1	148	1	4
August 1	145	11	1
September 4	155	13	1
October 1	167	6	9
November 1	164	315	9
December 1	470	43	153
1874.			
January 1	360	6	175
February 1	191	.....	.....
March 1	191	4	58
April 1	137	.....	.....
May 1	137	2	3
June 1	136	4	51
July 1	89	16	6
August 1	99	16	13
September 1	102	14	1
October 1	115	16	15
November 1	116	38	64
December 1	90	47	64
1875.			
January 1	73	48	85
February 1	36	90	81
March 1	45	88	83
April 1	50	89	68
May 1	71	57	77
June 1	51	70	63
July 1	58	83	63
August 1	78	72	88
September 1	62	72	67
October 1	67	77	100
November 1	44	171	14
December 1	201	21	154
1876.			
January 1	68	181	137
February 1	49	15	28
March 1	36	.....	.....

Respectfully submitted.

E. W. McCAULEY,
Captain, U. S. N., and Equipment Officer.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, BOSTON,
Navigation Office, March 21, 1876.

Persons employed and discharged in the navigation department from January 1, 1871, *to* 3[illegible] *December*, 1875.

	Employed.	Discharged.	Employed.	Discharged.	
1870.					1871.
January	4	1	3	.....	January.
February	2	.....	3	.....	February.
March	5	1	3	.....	March.
April	4	.....	3	.....	April.
May	4	.....	2	.....	May.
June	4	.....	2	.....	June.
July	4	.....	2	.....	July.
August	4	.....	2	.....	August.
September	4	1	2	.....	September.
October	3	.....	2	.....	October.
November	3	.....	3	.....	November.
December	3	.....	3	1	December.
1872.					1873.
January	2	.....	2	.....	January.
February	2	.....	2	.....	February.
March	2	.....	2	.....	March.
April	2	.....	2	.....	April.
May	2	.....	2	.....	May.
June	2	.....	2	.....	June.
July	4	2	2	.....	July.
August	2	.....	2	.....	August.
September	2	.....	2	.....	September.
October	2	.....	2	.....	October.
November	2	.....	2	.....	November.
December	2	.....	2	.....	December.
1874.					1875.
January	2	1	5	2	January.
February	3	.....	3	.....	February.
March	3	.....	6	.....	March.
April	3	1	7	.....	April.
May	2	.....	10	1	May.
June	2	.....	9	4	June.
July	9	5	5	2	July.
August	4	.....	4	.....	August.
September	6	2	7	3	September.
October	4	.....	4	1	October.
November	4	.....	3	.....	November.
December	4	.....	3	.....	December.

I am, sir, your obedient servant,

GEO. BROWN,
Commander U. S. N., Navigation Officer.

UNITED STATES NAVY-YARD, BOSTON, MASS.,
Ordnance-Office, March 21, 1876.

men employed and discharged in the ordnance department from January 1, 1871, *to March* 1, 1876.

	Number employed at date.	Number discharged since date.	Number employed since date.	Number employed at date.	
1871.					1871.
.....	32	6	9	35	January 31.
.....	35	.....	.....	35	February 28.
.....	35	1	.....	34	March 31.
.....	34	.....	.....	34	April 30.
.....	34	.....	.....	34	May 31.
.....	34	4	31	61	June 30.
.....	61	3	6	64	July 31.
.....	64	2	3	65	August 31.
.....	65	19	13	59	September 30.
0.....	59	11	4	52	October 31.
.....	52	1	12	63	November 30.
0.....	63	8	2	57	December 31.
					1872.
1.....	57	18	.....	39	January 31.
1872.					
.....	39	6	22	55	February 29.
.....	55	1	.....	54	March 31.
.....	54	4	.....	50	April 30.
.....	50	34	1	17	May 31.
.....	17	.....	1	18	June 30.
.....	18	7	19	30	July 31.
.....	30	13	28	45	August 31.
.....	45	8	8	45	September 30.
0.....	45	9	.....	36	October 31.
.....	36	.....	1	37	November 30.
0.....	37	.....	.....	37	December 31.
					1873.
1.....	37	6	10	41	January 31.
1873.					
.....	41	13	2	30	February 28.
.....	30	5	1	26	March 31.
.....	26	.....	3	29	April 30.
.....	29	.....	2	31	May 31.
.....	31	39	38	32	June 30.
.....	32	10	15	37	July 31.
.....	37	14	.....	23	August 31.
.....	23	.....	6	29	September 30.
0.....	29	1	.....	28	October 31.
.....	28	2	101	127	November 30.
0.....	127	79	25	73	December 31.
					1874.
.....	73	18	.....	55	January 31.
1874.					
.....	55	18	.....	37	February 28.
.....	37	11	2	28	March 31.
.....	28	.....	11	39	April 30.
.....	39	10	3	32	May 31.
.....	32	2	10	40	June 30.
.....	40	4	4	40	July 31.
.....	40	19	.....	21	August 31.
.....	21	2	.....	19	September 30.
0.....	19	2	2	19	October 31.

Number of men employed, &c.—Continued.

	Number employed at date.	Number discharged since date.	Number employed since date.	Number employed at date.	
1874.					
October 31	19	2	.....	21	November 30.
November 30	21	.....	.....	21	December 31.
					1875.
December 31	21	.....	.....	21	January 31.
1875.					
January 31	21	2	2	21	February 28.
February 28	21	.....	.....	21	March 31.
March 31	21	.....	.....	21	April 30.
April 30	21	.....	.....	21	May 31.
May 31	21	.....	.....	21	June 30.
June 30	21	1	5	25	July 31.
July 31	25	2	3	26	August 31.
August 31	26	.....	2	28	September 30.
September 30	28	.....	1	29	October 31.
October 31	29	2	1	28	November 30.
November 30	28	2	9	35	December 31.
					1876.
December 31	35	12	.....	23	January 31.
1876.					
January 31	23	.....	.....	23	February 29.
February 29	23	.....	.....	.....	

I am, sir, your obedient servant,

GEO. BROWN,
Commander, U. S. N., Inspector of Ordnance.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

STEAM-ENGINEERING DEPARTMENT.

Number of men employed and discharged from March 1, 1871, *to March* 1, 1876.

	Number on rolls.	Employed.	Discharged.		Number on rolls.	Employed.	Discharged.
1871.				1873.			
March	136	8	20	October	305	47	18
April	124	1	2	November	334	187	39
May	123	7	10	December	482	18	167
June	126	13	27	1874.			
July	140	11	27	January	333	2	137
August	156	2	20	February	198	2	3
September	174	.....	5	March	197	1	28
October	169	.....	64	April	170	3	13
November	105	34	35	May	160	1	.....
December	104	2	1	June	161	3	3
1872.				July	161	111	120
January	105	14	12	August	152	76	74
February	107	5	27	September	154	.....	.....
March	85	.....	.....	October	154	21	18
April	85	3	.....	November	159	2	67
May	88	9	10	December	94	2	16
June	87	7	2	1875.			
July	92	32	11	January	80	2	3
August	113	31	9	February	79	4	.....
September	135	63	16	March	83	1	.....
October	182	70	22	April	84	2	.....
November	230	14	14	May	86	4	6
December	230	11	14	June	84	7	3
1873.				July	88	69	70
January	227	5	15	August	87	8	2
February	217	29	17	September	93	1	.....
March	229	37	14	October	94	10	11
April	252	29	16	November	93	105	5
May	265	34	20	December	193	26	69
June	279	19	10	1876.			
July	288	72	79	January	150	.....	129
August	281	16	13	February	21	2	7
September	284	36	15				

Respectfully submitted.

JOHN BARRETT,
Time Clerk.

Approved.

RICHARD M. BARTLEMAN.
Chief Engineer, U. S. N

Number of men employed and discharged in provision and clothing department since Janu[illegible] 1, 1871.

	Employed.	Discharged.		Employed.	Discharged.
1871.			1873.		
January	13	----	September	8	--- - —
February	13	1	October	9	--- - —.
March	12	1	November	9	--- - —.
April	11	2	December	24	--- - 9
May	9	1	1874.		
June	8	------	January	15	1
July	8	------	February	14	2
August	8	------	March	12	1
September	8	------	April	11	1
October	9	------	May	10	--- — - -.
November	11	------	June	10	--- — - -.
December	11	------	July	10	--- — - -.
1872.			August	11	--- — - -.
January	11	------	September	11	--- — - -.
February	11	------	October	12	--- — - -.
March	11	2	November	12	--- — - -.
April	9	------	December	12	--- — - -.
May	9	1	1875.		
June	8	------	January	12	--- — - -.
July	8	------	February	12	--- — - -.
August	8	------	March	12	--- — - -.
September	8	------	April	12	--- — - -.
October	9	------	May	12	1
November	9	------	June	11	--- — - -.
December	9	------	July	11	--- — - -.
1873.			August	11	--- — - -.
January	9	1	September	11	--- — - -.
February	8	------	October	12	--- — - -.
March	9	------	November	12	--- — - -.
April	9	------	December	12	--- — - -.
May	9	1	1876.		
June	8	------	January	12	--- — - -.
July	8	------	February	12	--- — - -.
August	8	------	March	12	--- — - -.

INSPECTION PROVISION AND CLOTHING,
Navy-Yard, Boston, Mass., March 21, 1876.

C. J. EMERY,
Pay-Director, Inspector Provision and Clothing.

CONSTRUCTION AND REPAIR.

	Employed.	Discharged.	Employed.		Employed.	Discharged.	Employed.
				1873.			
.....	1,460	1,275	.....	March	382	.....	257
.....	185	.....	555	April	639	.....	196
.....	740	288	.....	May	835	.....	71
.....	452	.....	32	June.....	906	.....	78
.....	484	14	.....	July.....	984	.....	37
.....	470	.....	113	August	1,021	1	.....
.....	583	.....	295	September.....	1,020	.....	39
.....	878	22	.....	October	1,059	.....	478
.....	856	.....	10	November	1,537	.....	77
.....	866	.....	24	December	1,614	525	.....
.....	890	227	.....	1874.			.....
.....	663	10	.....	January.....	1,089	190	.....
				February.....	899	159	.....
.....	653	109	.....	March	740	431	.....
.....	544	.....	.....	April.....	309	183	.....
.....	544	25	.....	May	126	.....	202
.....	519	.....	281	June.....	328	.....	123
.....	800	.....	103	July	451	.....	169
.....	903	.....	72	August.....	620	.....	66
.....	975	67	.....	September.....	686	.....	551
.....	908	35	.....	October	1,237	6	.....
.....	873	67	.....	November	1,231	1,086	.....
.....	806	54	.....	December	145	.....	1
.....	752	4	.....	1875.			.....
.....	748	129	.....	January.....	146	.....	9
				February.....	155	36	.....
.....	619	14	.....	March	119	.....	14
.....	605	14	.....	April	133	9	.....
.....	591	71	.....	May	124	.....	23
.....	520	156	.....	June.....	147	.....	267
.....	364	.....	9	July	414	.....	25
.....	373	.....	158	August.....	449	.....	39
.....	531	.....	390	September.....	488	.....	17
.....	921	.....	114	October	505	.....	216
.....	1,035	.....	110	November	721	.....	75
.....	1,145	2	.....	December	796	357	.....
.....	1,143	85	.....	1876.			.....
.....	1,058	596	.....	January.....	439	398	.....
				February.....	41	11	.....
.....	462	98	.....	March	30	.....	.....
.....	364	.....	18				.....
							.....

ully submitted.

J. W. EASBY,
Naval Constructor, U. S. Navy.

lore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

BOSTON, MASS., *October* 23, 1874.

R COMMODORE: I wish you would approve requisitions for men to be employed
ay be made until the 1st of November.
ty additional men has allowed from the Chelsea district, and I suppose some more
quired from Gooch's district.
ninistration desire the success of Gooch and Frost.
rs, respectfully,

I. HANSCOM.

lore E. T. *NICHOLS, U. S. N.,*
Commandant.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
December 2, 1874.

SIR: In examining the pay-rolls under this bureau at the yard under your command for the months of September and October last, it is noticed the force was largely increased during the latter month.

Will you be good enough to inform the bureau under what orders this increase was made?

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, December 4, 1874.

COMMODORE: In obedience to your order of this date, I respectfully report as follows: Between the 1st and 31st of October last there was taken on the rolls of this department, by requisition, five hundred and eighty-six men.

The employment of these men was authorized by the bureau's orders, dated the 7th, 10th, 12th, and 16th of October, 1874, and they were at work on the new sloops, St. Mary's, stowing and piling timber, breaking up the Virginia, docking the Plymouth, receiving stores, shipping material belonging to the Miantonomoh, keeping ships, &c.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

[No. 285.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, December 5, 1874.

SIR: I have the honor to acknowledge the receipt of the bureau's letter of the 2d instant, informing me that "in examining the pay-rolls of construction at this yard for the months of September and October, it is noticed the force was largely increased during the latter months. Will you be good enough to inform the bureau under what orders this increase was made?"

While I may be excused for expressing surprise at this inquiry, I beg leave respectfully to reply somewhat at length and in detail to it.

The direct official orders I had for an increase of force in October are as follows, viz: First a telegraphic order from the Chief of the Bureau of Construction, dated October 1, to "employ twenty additional men in construction department, by order of the Secretary;" second, a written order from the Chief of Bureau of Construction, dated October 16, to increase the force in construction department, "for the purpose of completing the spars and boats for the new sloops of war and for stowing the timber in the yard." By the report of the naval constructor, accompanying this, it will be seen how many additional men were employed during the entire month, and the nature of their employment. The two orders of the 10th and 12th, cited by Mr. Easby, was for one man each, and I do not deem it necessary to cite them. That I had every reason to think and believe that the increase which was made in October was fully known to and approved by the bureau, the above-cited orders and the following orders and transactions seem clearly to show. To go back a little in the order of time, I would say that the increase of force began in September. On the 7th of that month a communication was addressed to me by the chief of the bureau, directing me to enter the names of seven men on the rolls. On the 24th of the same month a requisition for twenty men was sent in by Naval Constructor Pook. Upon ascertaining that there were no funds to pay this additional force, I declined to approve it. In reply to my inquiry as to why he sent in requisitions for men, when he had not the means of paying them, he stated that these particular names had been handed to him by outside parties, with a request that he would require them.

On the same day, viz, September 24, I received an official communication from Mr. Pook, informing me that the "money allowed for the present month will be expended Friday night, September 25," upon the receipt of which I issued orders to suspend work in the construction department from the 25th to the 1st proximo. On the 26th September I received telegraphic orders, of same date, from the Hon. Secretary not to stop work in construction department. September 28 I telegraphed to Bureau of Construction to know

what money would be allowed for October. September 29 bureau replied, in effect, for same force as in September, and make no additions to the rolls. Soon after the 1st of October Mr. Easby, naval constructor, informed me that he had been approached by outsiders with inquiries as to why the twenty men required for on the 24th September had not been taken in. I directed him to reply that the requisition had not been, and would not be, approved by the commandant, there being no funds for their payment.

Within a few days afterward, viz, October 7, I received a telegraphic order from the Bureau of Construction to employ twenty additional men. These were the men I had twice refused to approve a requisition for. On October 16 an order was issued by the bureau providing for an increase of force, which order has already been cited. Under this order a considerable increase was made, but I am inclined to think that the largest share of the increase was made subsequent to the 23d of October, at which time the chief of the bureau was in Boston. On October 25, I received a telegraphic order from the Hon. Secretary of the Navy to make no suspensions in any department of this yard until further orders, and that money would be furnished on proper requisitions. It is manifest from this that a suspension I had ordered and its cause, viz, shortness of funds, was known in Washington. On the 4th November the reduction of force began, by my order.

The bureau issued its order to reduce on the 5th, while the order of the Secretary of October 25, to make no suspensions until further orders, (virtually an order to make no change,) was not revoked or changed until November 13. I have been thus full and particular in my reply to the bureau's letter to show that if the increase of force in this yard was unauthorized, the responsibility does not rest with the commandant, as the foregoing recital clearly shows that every effort made by him to prevent an increase and to save money was frustrated by some outside influence more powerful than his own.

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commodore, Commandant.

Chief Constructor I. HANSCOM,
Chief of Bureau of Construction, Washington.

[Telegram.]

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, February 6, 1875.

Hon. SECRETARY OF THE NAVY,
Washington, D. C.:

A hearing in the case of Abbott *versus* Frost, contested election in Chelsea district, is going on before a notary public. Several witnesses from construction department have been examined, and certain pay-rolls of said department have been asked for by the notary. Am I authorized to let them go? Please answer immediately, as the rolls are required for Monday next.

E. T. NICHOLS.

[Telegram.]

BOSTON, *February* 18, 1875.

Hon. GEORGE M. ROBESON,
Secretary of the Navy, Washington, D. C.:

I am summoned to appear at 10 to-morrow morning, in the case of Abbott *versus* Frost, contested election, and to produce copy of letter of Bureau of Construction of December 2, and my reply of December 5. Am I authorized to produce these letters, or give any information thereon?

Please answer immediately.

E. T. NICHOLS.

[Telegram.]

WASHINGTON, D. C., *February* 19, 1875.

Commodore NICHOLS,
Commandant Navy-Yard, Charlestown, Mass.:

Ordinarily records of the Department cannot be used unless by permission of the Secretary on the order of competent court. In this case the Department has no objection to producing the papers, and you are authorized to do so as you think best.

GEO. M. ROBESON,
Secretary of the Navy.

No. 495.] UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, November 22, 1870.

SIR: In reply to bureau's letter of the 18th instant, No. 383, in regard to the claim of Messrs. S. P. Brown & Son, for demurrage, &c., for delay in discharging the colliers Comery, Fish, and Holmes, I have to report that bills of lading were not furnished as is usual in such cases.

These vessels were not discharged till after their cargoes had been condemned by boards of survey, and then, at the request of the contractors, were allowed the privilege of landing the coal on the navy-yard wharf for his convenience in selecting such of it as would conform to the contract, which was entirely for his benefit, and a disadvantage and loss to the Government. As to the picking of the coal by the yard employés, it was done at the particular request of Mr. Brown, with the understanding that he could employ his own men, if he so elected, as the expense of this labor was entirely his business.

The following statement will exhibit the facts of the cases referred to above:

CASE OF BRIG MARY E. COMERY.

The brig Mary E. Comery arrived at this yard September 8, 1870. Coal was inspected on that date and rejected. On the 9th, survey was ordered. Board reported that coal was not in conformity with contract and not fit to receive; vessel accordingly ordered from the yard and contractor notified. Bureau was also informed by letter on that date, and, in letter of 12th September, No. 409, approved of the action taken in the matter. On the 14th September, at the request of the contractor, a quantity of coal was removed from cargo, and another survey held; reported unfit to receive.

September 17, bureau informed by telegraph that, even after picking, coal was unsatisfactory. September 20 telegraphic order was received from bureau to resurvey coal by new board, after selecting, and report to bureau by telegraph. Before this order could be carried into effect, a circular was issued by the bureau, under date of September 22, No. 330, directing "that in future no reference should be made to it in relation to coal delivered at the yard on account of other bureaus." On the 27th September telegraphic order from Bureau Construction and Repair to receive coal per brig Comery, selecting to your satisfaction at contractor's expense. This latter order was immediately complied with, and the cost of selecting charged to the contractor, the yard-men by his reqnest doing the work.

The brig Comery therefore came to this yard September 8, and was detained by the contractor until September 28, at which date she was discharged.

CASE OF SCHOONER LORETTA FISH.

Schooner Loretta Fish arrived September 28. Board surveyed coal and reported not of sufficiently good quality to be received. Contractor notified. September 29 telegraphic order from Bureau of Steam-Engineering to allow coal to be picked at contractor's expense, and to receive so much as would conform to contract. Replied by telegraph, September 30, that coal is of such a character that it cannot be picked unless it is all landed on the wharf, which will occasion great inconvenience and additional expense to the Government. In view of these facts, shall bureau's telegram be complied with? In reply by telegraph, under date of October 1, bureau directs that if the contractor makes coal satisfactory to the inspecting officer, receive it; not otherwise. This coal was picked and the vessel detained by the contractor for the purpose of discharging the cargo until October 11, when she left the yard; she was, therefore, here from September 28 until October 10, 1870.

CASE OF SCHOONER RHODA HOLMES.

The schooner Rhoda Holmes arrived in stream off the yard September 28. Coal was surveyed September 29, and board reported "not of sufficient good quality to be received." Same date received telegram from Bureau Steam-Engineering to allow coal to be picked at contractor's expense, and receive such as will conform to contract. October 3, telegraphed bureau that coal per Rhoda Holmes, said to be "Lehigh lump," was so bad that it could not be used for any Government purpose whatever. Telegraphed again, on 5th October, for instructions. Answer, no instructions to give; presume the usual order to contractor to remove coal. October 10, telegram from Hon. Secretary of the Navy to receive cargo of coal per Rhoda Holmes, the slate to be picked at the contractor's expense. On the 11th October this vessel was allowed to come to the wharf and discharge cargo, which took until the 19th, when she left.

Inclosed please find copies of telegrams, &c., with copy of a communication to Hon. Secretary of the Navy on the subject, dated September 30, 1870.

Very respectfully,

CHAS. STEEDMAN,
Commandant.

Commodore WM. REYNOLDS, U. S. N.,
Chief of Bureau of Equipment and Recruiting, Washington, D. C.

Memorandum.

Delivered to John Roach & Son, July 27, per schooner Ellen, on bureau's order of May 14, 1875, three screw-propellers of composition, weighing 34,480 pounds; also, two composition shoes, one composition palm, and a lot of scrap composition weighing 22,256 pounds; a total of 56,736 pounds. There was no price mentioned in the order, and none put on the invoice.

Delivered to E. H. Ashcroft, Boston, September 7, 1875, on bureau's orders of May 20 and 31, 1875, 62,000 pounds composition, and on bureau's order of December 7, 1875, 6,000 pounds of composition. The last delivery was made December 14, and no price was mentioned in the invoice or order.

C. C. S. MOORE,
Clerk Steam-Stores.

Chief Engineer R. M. BARTLEMAN, U. S. N.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, March 27, 1876

SIR: I respectfully report that the weight of the iron shipped to Mr. John Roach was, from the Miantonomoh $754\frac{395}{2240}$ tons, and from the Oregon $1,444\frac{545}{2240}$ tons.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

UNITED STATES NAVY-YARD, BOSTON,
Civil Engineer's Office, March 14, 1876.

SIR: In accordance with general order of March 11, I would respectfully report that there are no rejected articles now in the Department of Yards and Docks.

There is some timber belonging to Mr. John Trickey, being an excess of a requisition delivered November last. It is the balance left from a raft of timber sent in to fill the requisition.

I have the honor to remain your obedient servant,

BROWNELL GRANGER,
Civil Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

Memorandum.

Requisition No. 24, dated October 25, 1875; billed November 11, 1875. No. of bill, 625; 25,000 feet white-pine timber.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, March 22, 1876.

SIR: I forward herewith a list of the rejected material now in the yard belonging to outside parties, viz:

125 white-oak knees, the property of Mr. J. Trickey, 17 rejected October 25, 1873; 29 rejected October 22, 1874; 79 rejected November 20, 1874.

133 white-oak knees, the property of M. Keaney, rejected, not having orders to receive them.

18 hickory butts, the property of J. Trickey, rejected April 26, 1873.

5 hickory spars, the property of J. Trickey, rejected April, 1873.

5,000 feet, board-measure, 3-inch, No. 3, white-pine plank, property of J. W. Duryee, rejected December 18, 1875.

200 sticks of live-oak, the property of W. C. N. Swift, rejected at various times since 1872.

26 spruce spars, the property of A. A. McCullough, rejected February 14, 1876.

1,000 feet, board-measure, ash, the property of Southard & Co., rejected February, 1876.

2 sticks white-oak timber, the property of J. Trickey, rejected March 6, 1876.

66 sticks of white-oak timber, the property of A. A. McCullough, rejected March 18, 1876.

Respectfully submitted.

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

Memoranda of amounts expended (as per bills) at the Boston navy-yard, from July 1, 1874, to January 1, 1876, under cognizance of the Bureaus of Equipment and Recruiting, Yards and Docks, and Steam-Engineering.

EQUIPMENT AND RECRUITING.

Total amount expended	$70,632 09
Amount expended on contract	483 68
Amount expended on open purchase	70,145 41
Amount expended on yard requisition	21,202 04
Amount expended on bureau orders	48,943 37

YARDS AND DOCKS.

Total amount expended	$79,660 22
Amount expended on contracts	18,012 04
Amount expended on open purchase	61,648 18
Amount expended on yard requisition	59,921 99
Amount expended on bureau orders	1,726 19

STEAM-ENGINEERING.

Total amount expended	$54,827 61
Amount expended on contracts	none.
Amount expended on open purchase	54,827 61
Amount expended on yard requisition	15,294 [illegible]
Amount expended on bureau orders	39,533 4[illegible]

Amounts expended for material, freight, and incidental charges under the Bureau of Construction and Repair at the Boston navy-yard for the fiscal year ending June 30, 1875.

Aggregate amount of purchases, on freight, &c	$185,405 02
By annual contract	25,055 65
By open purchase	160,348 37
On requisitions originating at navy-yard	33,126 96
On orders from chief of bureau at Washington	126,222 41

Expended from July 1, 1875, *to January* 1, 1876, (*six months.*)

Aggregate amount of purchases	$274,168 90
By annual contract	19,012 43
By open purchase	255,156 47
On requisition originating at navy-yard	16,977 94
On orders from chief of bureau at Washington	238,178 53

Clerks and writers employed in the navy-yard, Boston, March 20, 1876.

Name.	Rate.	Department.
J. H. Haskell	Clerk civil engineer	Yards and Docks.
W. E. Delano	Store-clerk	Do.
G. H. Pierce	Draughtsman	Do.
F. Simonds	Clerk captain of yard	Do.
H. C. Edwards	Chief clerk	Equipment.
G. H. Burr	Store-clerk	Do.
Dwight Boyden	Writer, ropewalk	Do.
J. S. Farrington	Chief clerk	Steam-Engineering.
C. C. L. Moore	Store-clerk	Do.
J. Barrett	Assistant clerk	Do.
E. A. Roulstone	Clerk	Ordnance.
L. H. Bigelowe	Clerk	Navigation.
W. W. Mead	Clerk	Provisions and Clothing.
E. K. Boardman	Writer	Paymaster yard.
W. H. Long	Writer	Do.
M. Patee	Chief clerk	Construction and Repair.
C. W. Parker	Store-clerk	Do.
M. Simonds	Clerk to assistant constructor	Do.
W. H. Fitzpatrick	Writer	Do.
W. E. Carleton	Do	Do.
G. W. Wood	Do	Do.

NAVY DEPARTMENT,
BUREAU CONSTRUCTION AND REPAIR,
January 15, 1874.

SIR: Referring to the bureau's letter of the 10th November, 1873, authorizing the reception of 50,000 cubic feet of live-oak timber at the yard under your command, to be delivered by W. C. N. Swift, such timber as may be offered by him and does not fully comply with the requirements for curve-timber therein specified but will answer for first and second futtocks in any part of the ship, may be received and paid for as curve-timber. Any surplus of principal pieces or straight timber that Mr. Swift may have after filling the order named, may be received, and bills made accordingly.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore E. T. NICHOLS,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
June 29, 1874.

SIR: Inasmuch as Mr. W. C. N. Swift has delivered the live-oak timber much earlier than anticipated and agreed upon, some of his deliveries are properly to be paid out of appropriation Construction and Repair, 1874–'75.

In order to do so it will be necessary to have new bills made out, dated, and approved after July 1 next, which you will please have done.

Mr. Swift's bill, amounting to $47,219.55, is herewith returned for that purpose.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
July 2, 1874.

SIR: The bill (in triplicate) of W. C. N. Swift, amounting to $54,667.87, is herewith returned, and you will please have a new one made out in accordance with the instructions given in bureau letter dated June 29.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

Amount of live-oak timber delivered to eight sloops of war.

1874.		
February.	Live-oak timber, cubic feet, 9,766 $\frac{6}{12}$	$17,206 60
April.	Live-oak timber, cubic feet, 10,431	18,213 19
July.	Live-oak timber, cubic feet, 8,061	13,225 75
August.	Live-oak timber, cubic feet, 173 $\frac{6}{12}$	344 85
Total		48,990 39

UNITED STATES NAVY-YARD, BOSTON,
Commandant's Office, April 1, 1876.

SIR: In obedience to the call of the committee for the "entire cost of all labor done by the Government on the bending-machine building," I have the honor to inclose the following papers giving all the information which can be gathered from the records of this yard.

A. Letter from Constructor *Easby.*

B. Requisition from Construction on Yards and Docks.
C. Letter from Civil Engineer Granger.

The settlement of this account was probably made in Washington. The charge of $212.90 seems the only one made against the bending-mill proper. I can find nothing in the contract requiring the contractor to put up a boiler-house.

Very respectfully, your obedient servant,

ED. T. NICHOLS,
Commandant.

Hon. R. Q. MILLS,
Chairman Subcommittee on Naval Affairs, Washington.

A.

UNITED STATES NAVY-YARD, BOSTON,
Naval Constructor's Office, March 28, 1877.

SIR: I respectfully report that on examination I find the Department of Construction and Repair furnished no labor toward the building of the bending-mill.

Very respectfully,

J. W. EASBY,
Naval Constructor, U. S. N.

Commodore ED. T. NICHOLS, U. S. N.,
Commandant Navy-Yard, Boston, Mass.

B.

Requisition.

No. 190.] NOVEMBER 4, 1871.

From Yards and Docks—general purposes:

Labor and material to inclose boiler of timber-bending building.

Rear-Admiral CHAS. STEEDMAN,
Commandant.

NOTE.—The charge of $212.90 by Yards and Docks to this department for labor on foundation of bending-mill was done on verbal order of Wm. L. Hanscom, N. C.

C.

No. 880.] UNITED STATES NAVY YARD, BOSTON,
Civil Engineer's Office, March 31, 1876.

SIR: In answer to your inquiry as to whether the Department of Yards and Docks furnished any material or labor in the construction of the timber-bending mill, I would report as follows:

December 30, 1871, there was charged to the Bureau of Construction, $212.90 for labor on foundation to timber-bending mill. This was done on verbal order. At the same date is charged $2,094.21, and in January, 1872, $1,315.30, and in February, 1872, $4.00 for labor and material to inclose the boiler of the building for bending timber, by requisition No. 190, from Naval Constructor W. L. Hanscom, approved by Rear-Admiral Charles Steedman, U. S. N., commandant. Also, a charge by verbal order of $4.89 for placing spark-arrester on same building. These amounts were paid by the construction department, by transfer account.

Respectfully, your obedient servant,

BROWNELL GRANGER,
Civil Engineer, U. S. N.

Commodore E. T. NICHOLS, U. S. N.,
Commandant.

Morning report of United States marines stationed at navy-yard, Charlestown, under command of Lieut. Col. James H. Jones, March 20, 1876.

[Countersign: "Tunis." Watchword: "Naples."]

	Captains.	Subalterns.	Sergeants.	Acting sergeants.	Corporals.	Lance corporals.	Musicians.	Privates.	Aggregate.
On guard, barracks	.....	1	1	.....	.....	2	2	12	18
On guard, main gate	.....	.....	1	.....	1	.....	.....	7	9
On daily duty	.....	.....	1	.....	1	.....	.....	5	7
Orderlies	.....	.....	1	.....	.....	.....	.....	.....	1
On command	.....	.....	.....	.....	.....	.....	.....	.....	.....
Joined	.....	.....	.....	.....	.....	.....	.....	.....	.....
On drill	.....	.....	.....	.....	.....	.....	.....	4	4
Police	.....	.....	1	.....	.....	.....	.....	4	5
Sick in quarters	.....	.....	1	.....	.....	.....	.....	4	5
Sick in hospital	.....	.....	1	.....	.....	.....	.....	4	5
Absent with leave	.....	.....	.....	.....	.....	.....	.....	.....	.....
Absent without leave	.....	.....	.....	.....	.....	.....	.....	.....	.....
Confined	.....	.....	.....	.....	.....	.....	.....	1	1
Awaiting discharge	.....	.....	.....	.....	.....	.....	.....	.....	.....
Under sentence	.....	.....	.....	.....	.....	.....	.....	.....	.....
Present fit for duty	1	1	4	.....	1	2	2	19	30
Total present	1	2	11	.....	3	4	4	60	85

ALTERATIONS SINCE LAST REPORT.

Detached	.....	.....	.....	.....	.....	.....	.....	.....	.....
Transferred	.....	.....	.....	.....	.....	.....	.....	.....	.....
Discharged	.....	.....	.....	.....	.....	.....	.....	.....	.....
Deserted	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total present and absent	1	2	11	.....	3	4	4	60	85

JAMES H. JONES,
Lieutenant-Colonel, Commanding Post.

Statement of the number of pieces bent for knees from July 23 *to October* 20, 1873, *and their condition when bent.*

July 23, 4 pieces, burnetized, broken, shim.
Aug. 13, 2 " " " "
" 26, 2 " " " "
Sept. 4, 2 " " " " *possibly* one can be saved.
" 10, 2 " " " "
" 12, 2 " " " "
" 13, 2 " " " "
" 25, 2 " " " "
" 26, 2 " " " "
" 27, 3 " " " "
" 29, 2 " " " "
Oct. 3, 2 " " " "
" 14, 2 " " " "

Bent 29 " one *possibly good*, 28 broken, shim, knees.

The number of pieces bent for tops from July 23 *to October* 20, 1873, *and their condition when bent.*

Aug. 6, 1 piece 6 by 7½ by 30 feet, bent the thinnest way, good bend.
" 7, 1 " 5½ by 10 by 30 " " " " " slip broke in one place.
" 8, 1 " 6 by 7½ by 30 " " " " " broke in two places.
" 9, 1 " 6 by 7½ by 30 " " " " " " four "
" 12, 1 " 6 by 9 by 45 " " " " " " four "
" 13, 1 " 6 by 8½ " good bend.
" 14, 4 " 2 by 6 by 35 " edgewise, ½ of each piece good, remainder broken.
" 18, 1 " 6 by 8½ by 25 " 12 feet good, remainder broken, unfit for use.
" 19, 2 " 6 by 8 by 25 " badly broken.
" 19, 2 " 2 by 6 by 25 " " " shim.
" 20, 2 " 6 by 8 by 25 " " " "

Bent 17 pieces, two good, 15 broken, shim, tops.

Aug. 30, 1 stern-chock for Vandalia, 9½ by 12½ by about 50 feet, broken about half in the middle, one other bad break, and one slight one.
Sept. 6, 1 stern-chock for torpedo-boat, 7½ by 16 by about 55 feet, very badly broken.
Oct. 9, 1 stern-chock for torpedo-boat, 9 by 18 by about 45 feet, badly broken in three places, one near the center, and one each side of center, about 6 feet.
" 10, 1 stern-rail for torpedo-boat, 6 by 9½ by 45 feet, bent edgewise, good bend.
" 13, 1 stern-plankshear for torpedo-boat, 5½ by 11½ by about 45 feet, bent edgewise, so badly broken that it is unfit for use.
" 15, 1 stern-plankshear for torpedo-boat, 5½ by 12 by about 45 feet, bent edgewise, so badly broken it is unfit for use.

Bent 6 pieces, one good, three shim, and the other two may possibly do, stern chocks, rails, and plankshears.

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44TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { MIS. DOC. 170, Part 3.

INVESTIGATION BY THE COMMITTEE ON NAVAL AFFAIRS.

TESTIMONY

TAKEN BY

THE COMMITTEE ON NAVAL AFFAIRS.

APRIL 27, 1876.—Ordered to be printed.

PHILADELPHIA NAVY-YARD.

WASHINGTON, D. C., *February* 25, 1876.

GEORGE H. PREBLE sworn and examined.

By the CHAIRMAN:

Question. State your position in the United States Navy, and where you have been employed in the last three or four years?—Answer. I am a commodore in the United States Navy. During the last four years I spent three of them at the Boston navy-yard in command of the naval rendezvous recruiting service, and then was detached from that to write a history of the Boston yard, and immediately after being restored to my position, by promotion, I was sent to the Philadelphia yard and remained there until it was broken up and removed to League Island.

Q. I will call your attention to certain points upon which I wish your opinion and information. First, do you know anything about the different bureaus making purchases in excess of the requirements of the service, or of articles not asked for by the proper officers of the different yards?—A. I do not know anything about the purchases. The purchases for the Philadelphia yard were all made on orders from Washington, and I received orders to receipt for the articles we received; whether they were in excess of the wants of the service I do not know. I should say that some of them might be in excess of the immediate wants, but I do not know.

Q. The purchases for the Philadelphia yard were made by the bureaus at Washington?—A. Yes, sir; all the purchases were made at Washington except some trivial articles, and they were all made with the approval of the bureau at Washington. No requisition was passed unless it was approved by the bureau, and all the large purchases were made from there and sent on.

Q. A large amount of the purchases was made before any previous requisition of the yard?—A. Yes, sir.

Q. I call your attention in that regard particularly to the item of ship-knees.—A. There was a requisition sent up to me by Mr. Hoover, then assistant constructor, for five hundred ship-knees to be delivered at League Island. I sent for him and told him that I didn't know what use they could be there, and that I could not approve the requisition; that I would forward it to the bureau and they might act their pleasure about it. He said that he had some private letter about it, which I told him I didn't want to see. I forwarded the requisition to the bureau without my approval and stated why I withheld it. It came back with the approval of the chief of the bureau stating that the Department intended to build a ship there shortly. The knees were delivered in accordance with the requisition.

Q. The constructor told you that he had a private letter?—A. The assistant constructor, Mr. Hoover, who had charge of the construction department of the yard then, said that he had some private letter. I told him that I didn't want to see it; it was from some party in Washington. I asked him what he wanted with the knees; he said he didn't know. He apparently did not know what they were wanted for, but he had some private directions to purchase them.

Q. Where is Mr. Hoover now?—A. He is at League Island.

Q. Who supplied *those ship-knees?*—A. I do not recollect. I heard that it was a Mr.

Savage, but I am not certain about that. I was told it was some old contractor who has had contracts with the Government for a great many years, but I do not recollect his name.

Q. Have you any information as to who was the partner of Mr. Savage in that transaction?—A. No, sir; I only know that it didn't seem to me necessary to purchase white-oak knees and I therefore withheld my approval. I never approved the requisition, and it came back approved by the Chief of the Bureau of Construction, and the knees were delivered.

Q. State your reasons why the knees were not necessary?—A. I think I have stated them already. League Island will not be in a condition to do any work there for two or three years, even with very liberal appropriations, and I did not see the necessity for purchasing those knees.

Q. Were there any ship-knees at the Philadelphia yard at the time?—A. Yes, sir; I do not know how many, but I should think enough for present use.

Q. Do you know of any other contract than the one you have mentioned in relation to ship-knees?—A. No, sir.

Q. Do you know of any contract for the delivery of ship-knees made with a firm at Baltimore?—A. No, sir.

Q. Or with any firm of which Orvil Grant is partner or agent?—A. No, sir; I have never seen Orvil Grant; I heard that he was in the yard several times in the constructor's office, but I never saw him. I would not know whether he furnished articles, as the names of the members of the firms are not stated; the contracts never come to me.

Q. Do you know of any other articles purchased, not required for any present use or purpose of the Government at League Island or Philadelphia? I understood you to say that a large quantity of the purchases originated with the bureaus here?—A. Yes, sir; I had nothing to do with them except to approve the bills.

Q. State the power and control of the commandant over the purchases and expenditures at the yard?—A. In cases where a regular contract is made, he has nothing to do but to approve bills.

Q. His duties are simply executive?—A. Yes, sir.

Q. As to the second branch of my inquiry, I will ask you do you know anything in relation to the expenditures of money for other purposes than that for which the appropriation is made by Congress, anything of the illegal or improper transfer of funds from one bureau to another?—A. I do not know anything about that; I have never inquired into it.

Q. Who appoints the inspector at the yards?—A. He is appointed from Washington, I presume.

Q. He is a civil officer, is he not?—A. Yes, sir; all civil appointments are made by the Secretary of the Navy.

Q. Do you know of an instance, or have you any information of a reliable character that you can give to the committee in regard to timber-inspectors being appointed or removed through the influence of contractors?—A. No, sir.

Q. Do you know of any such interference in relation to the appointment or removal of contractors?—A. No, sir.

Q. Have you any knowledge of illegal or improper transactions with timber-contractors?—A. No, sir; I know nothing about that.

Q. Do you know anything about a floating debt outstanding against the Navy Department?—A. No, sir; I never heard of it until a day or two ago, when some one told me that there was one.

Q. Have you any knowledge of the use of the money appropriated for the building of the eight sloops of war?—A. No, sir: only that some of the bills came to me to be approved. There were three of them finished at Philadelphia, the Ranger, Huron, and Alert. The Huron was first called the Alliance; two of them are finished and one of them is still in the hands of the contractor. I cannot recall all the bills, but I presume I approved bills for the money paid on them; many of the bills went directly to the Department.

Q. These vessels were built by contract?—A. Two built by Roach, complete, and the engine of the third one by Roach. The hull of the third vessel was built by Harlan & Hollingsworth.

Q. Have you any recollection as to the character of the bills approved by you?—A. No, sir. I think the bills under the contracts were approved here. Bills for spars and things made in the yard, came under my cognizance.

Q. Have you any recollection of the general amount of the bills so approved by you?—A. That I do not know: that can all be ascertained from the construction office. In every yard there is a return made every month to the commandant of all the work that has been done during the month on every vessel in the yard, and it is carried on from the time she first arrives there, and it shows at a glance the money expended on each ship in the yard.

Q. Then the bills approved by you were paid from the money set apart for the Philadelphia yard?—A. Bills under the contracts were all paid here, but for other items they would be paid from the funds of the respective bureaus.

Q. Those sums so paid were independent and outside the contracts?—A. I don't think I had anything to do with the contract. The bills I approved were outside the contract. The trial trip, for instance, is charged to the vessel, and all the outfits and interior work are never included in the contract.

Q. Do you know the firm of Noblett & Brown?—A. Not personally. I have seen a good many of their bills for small open purchases made by the pay inspector.

Q. Do you know who compose that firm?—A. I do not. I have been introduced, I think, to Mr. Noblett. I have never seen Mr. Brown. They say Mr. Cattell is interested in it, but I do not know.

Q. Is not that the general reputation, that Mr. Cattell is a member of that firm?—A. Yes, sir; that he is interested in it. There are two Cattells; I don't know which is the one referred to

Q. As to this system of open purchases, is it pursued to any large extent at that yard?—A. Yes, sir; to a considerable extent for all small purchases, for all stationery and small articles required for immediate use.

Q. How as to coal?—A. I think coal is all purchased by contract. That is inspected and does not come to me. It is purchased by the Equipment Bureau and does not come to me. Some of the coal is purchased for use in the yard by open purchase, but I do not know who it is purchased from.

Q. How as to timber?—A. I do not know; I never purchased any myself. I only approve bills where timber has been delivered.

Q. Then your observation and knowledge is that but very little advertising has been done within the last two or three years?—A. Yes, sir; I should say but very little. The commandant is not allowed to advertise except by order from the Department.

Q. That is controlled by the head of the bureau here?—A. Yes, sir; and I think the law is, that there shall be no advertising except by permission of the Secretary. A notice about the burial of an officer was sent to the newspapers as an item of news. They sent in bills for it as an advertisement, and I told them I could not pay them. I finally did pay two or three of them out of my own pocket.

Q. Do you know anything about the interference of the Secretary of the Navy in making purchases for the Navy Department?—A. No, sir; I do not.

Q. Were you ever connected with the management of any navy-yard prior to the war?—A. I was attached to the Boston yard for a while as an assistant to the executive officer prior to the war, and after the war I was equipment officer and general inspector. When they re-organized the yard they abolished the office of general inspector, and put me in as equipment officer.

Q. Comparing the time you were connected with the yard prior to the war and the time after the war, state from your experience what difference, if any, is there in the management of the yard.—A. I do not know exactly how to answer that. Prior to the war the bureau the system in the yard had not been adopted. It was not adopted until after the war. Prior to war the naval store-keeper—a civilian and politician—had charge of all the supplies in the yard and every department drew from him what they wanted. But after the war or during the war they found the increase of work and material required that there should be some change. The business had outgrown this system. The store-keeper could not take care of all the stores in his charge, and then he was a transient officer and interested in making as much money out of his office as he could. I think he had a percentage outside his salary, and when the yard was divided into these departments there was a great deal of material found that was never supposed to be there. I know in the department of equipment that I found an immense quantity of material not charged anywhere, and some of it had been on hand for forty years, and we made a great many sales at auction. I found they were manufacturing rope simply for the purpose of keeping men employed. As it is now, each bureau is represented by an officer in the yard, and he has charge of the department.

Q. And through these bureau officers in the yards come requests or requisitions to be sent to the bureau at Washington?—A. Yes, sir; the bureau officer makes his requisition for what he wants, and that goes to the commandant, and he approves it or not and forwards it to the Department. If they approve it they return it, and then the purchase is made. This applies to ordinary articles; the large purchases by contract are made in Washington, and the rest of those articles are ordered by the Department.

Q. The growth of the bureau system in the yards is the growth of independence and want of unity?—A. Yes, sir; I think if a successful merchant was to manage his business in the way a navy-yard is managed he would fail in six months, but I do not believe that you can mend it; much of it, I think, is inseparable from our style of government. I think if Mr. Astor put at the head of his business a politician who knew nothing about his business, and then just as he had got acquainted with it turned him out and put in a new one, and served the subordinate sin the same way, he would come out with a deficit.

Q. Then you think much of the abuse attached to the Navy Department belongs to our form of government?—A. Yes, sir; I think if they would put a good business merchant at the head of the Navy Department and give him a small advisory council it would be better.

Q. Your first idea of reform there would be something like a board of commissioners?—A. Something like that. It should be small in number and composed of distinguished officers, and they should keep their office for a long time.

Q. What do you think of the idea of having a controlling power of one technical well-educated man, and of a class of persons that represents all ideas that are personified, so to speak,

in a ship, rather than to take a one-idea man?—A. It would be difficult to find that man. I have never seen him.

Q. The line officer of the Navy is educated, is he not, when he gets to a position that he commands a ship, so that he knows or ought to know all the wants alike of his ship and his men?—A. Yes, sir; he has a general knowledge of the wants of the service and has a little touch of everything, a smattering of all points.

Q. What do you think of the suggestion that has been made for the restoration of the old oard of commissioners?—A. I think the old board of commissioners was far preferable to the present system, but I think with the progress of thirty or forty years we could find something superior to that. I think three distinguished officers, high officers, and holding positions more permanently, so that they would be a power, would be better than the system they have got now. I see by the papers that you have introduced a bill for a commission to inquire into the wants of the Navy. I think you could get from a commission of suitable men, who would call upon officers to give their opinion deliberately, more information and better information. To answer your questions on these points requires time and thought. A snap-judgment is worthless.

Q. What information have you about the employment of men at navy-yards at or about election-time?—A. Well, I should say that more men are employed before election-time than afterward.

Q. The principal item of cost in building or repairing a ship is labor, is it not?—A. Yes, sir; one of the principal items.

Q. And the advantage to the Government is to obtain skilled labor, is it not?—A. Yes, sir.

Q. Then the employment of an unnecessary number of men, and those unskilled, is to the detriment of the Government?—A. Yes, sir; there is another item of expense; while the men are working outside ten hours a day, in the navy-yard they work eight hours, and we pay more for labor than they do outside for ten hours. We cannot help it; we send around to find the price of labor outside. The outside establishments always return us the highest prices they pay. A board of officers examine these answers, and they fix the prices from them once in three months. While we know that these ship-builders are paying men less prices than they state to us, we cannot go behind their statements.

Q. Were you in command of the Philadelphia navy-yard in the fall of 1875?—A. Yes, sir; I was detached from there the 5th of January, 1876, after it was delivered over to the purchaser.

Q. State what you saw in regard to the employment of a large number of men in the month or two months preceding the election of 1875, and their discharge afterward.—A. There was a large number of men employed from the time they commenced removing the yard and stores until it was broken up, not only our own men, but a large number of contractors' men. I do not know how many. The log-book of the yard will show the exact number employed every day in each department, both at League Island and at Philadelphia.

Q. Was there an unnecessary number employed there at that time, in your opinion?—A. No, sir, there was not; we had more work than we could do, a great deal more work than we could accomplish satisfactorily in the removal of the yard.

Q. Did you have an opportunity of knowing their skill?—A. No, sir; very little. The heads of departments knew their skill better than I did.

Q. Have you not stated that there was an unnecessary large number employed in the election of 1875?—A. No, sir, I have not. I do not know when the election took place.

Q. From your observation are there many idle and unemployed?—A. No, sir; if I saw a man unemployed I would discharge him. I do not know whether I had that power; at all events I took that power, and if I saw a man unemployed I would discharge him.

Q. Do you know any instances of false muster, either as to time or the party not being present in the yard?—A. No, sir.

Q. No instances of men borne upon the rolls not actually employed at the navy-yard?—A. No, sir; there was one foreman I had discharged a year ago for not being present at the hours according to the regulations; he got back again, but he soon afterward resigned. I do not recollect any other one. Men always loiter in the yards and break off a little earlier, and I had to call their attention to it in general orders.

Q. Do you know anything about contracts being made with the Department, or any agent thereof, for the removal of property from the Philadelphia yard to League Island?—A. Yes, sir; I had copies of most of them sent to me.

Q. Do you know any instance in which you or any officer of the yard were directed to close a contract with Mr. McKay or other parties?—A. Yes, sir; I had some controversy with him about a contract.

Q. State the controversy.—A. Mr. McKay had some contracts in the yard, and I received a letter from the chief of the Bureau of Construction inclosing a proposal from McKay to remove all the remaining material in the yard before the first of January for a certain sum, amounting to $20,300. He authorized me to confer with the constructor, and, if I thought it advisable, to accept his proposal, as everything had to be removed before the first of January, else it would go with the yard. I sent for the naval constructor, read over the contract with him. I thought some of the charges were extravagant. I could not tell how much material

was in the yard, and I called his attention to one or two items. He said that they might be reduced, but he would require twenty-four hours to consider it. At the end of twenty-four hours he came back to my office and brought the offered contract and accompanied it with a letter that he could not "conscientiously" ask Mr. McKay to take less.

Q. Who was the constructor?—A. Edward Hartt. "Well," I said, "it seems t ome to be an extravagant price, but the time is limited. The things must be moved and there is nobody else offering, and I will have to accept this offer." We then called up McKay and I told him that he seemed bound to make a fortune out of the yard in some way; that I would accept his bid subject to the approval of the bureau, that he might commence at once, as the time was limited, but that he must stop if the bureau said no. The anxiety was to get everything removed from the yard as soon as possible. I wrote a letter to the bureau, inclosing Mr. Hartt's communication and stating what I have stated here, and asked them to telegraph me next morning. I had hardly dispatched that letter when I got a private letter from Captain Wells, stating that a gentleman was willing to remove everything for $10,000. I had no authority to accept it. I sent for him, but in order to get it in that mail I sent this letter to the Bureau of Construction and asked the chief constructor to telegraph me his decision. I got a telegram about two o'clock the next day, ordering me to make a contract for the best interest of the Government. I sent for this gentleman, Mr. Rice, and made a contract with him to remove everything in the yard for $10,000, subject also to the approval of the bureau. I then wrote to McKay, annulling his contract, and informed the Department what I had done, and asked them to telegraph me their decision about this. McKay refused to stop work when ordered by Captain Wells, at my direction; said his contract was a full contract and that I had no right to stop him. Captain Wells then enforced his obedience by an extra number of marine sentries.

Q. How long had he been at work?—A. Eight or ten hours. The telegram came back that if Mr. McKay would do the work as cheap as anybody else to let him do it. I then made a contract with Mr. McKay for $10,000 in the general words of the contract with Mr. Rice. As Mr. McKay had employed some men to remove some things, I ordered a board consisting of the naval constructor, assistant constructor, and the captain of the yard, Captain Wells, to examine and see what he had removed under his first contract, in order that he should be equitably paid. They were some time examining and reporting. I could not confine the naval constructor to the time I had limited him to, but he wanted to go backward and forward. The constructor, and finally the assistant constructor, who seemed influenced by the opinion of the constructor, coincided with him. He made out a schedule of what he thought McKay ought to get, which amounted to $10,000 besides the other $10,000 he was to get if he had the whole contract. The captain made a minority report, in which he said that about $1,900 would cover everything Mr. McKay had done. I think Mr. Rice would have removed the whole in the first instance for $10,000. I sent all the papers to the Bureau of Construction. I do not know how it was settled. I approved Mr. Rice's bill for $10,000 on the last contract. I suppose that was paid. I do not know whether anything more was paid or not. I wrote in my letter that I thought $2,000 would be amply sufficient. I am of the opinion a good deal of this material was removed before either of these contracts were made, and removed by the constructor's force, and was included in McKay's schedule. He claimed that he began a day before the contract. Of course he had no right to begin then, before he was authorized to begin. Daily reports came in that there were one hundred and sixty men employed to remove the material before the day. He would not stop work when Mr. Rice received the contract, and the force of sentries was increased by three, and they made him stop.

Q. Were you removed shortly after that?—A. I was relieved a short time afterward. They reduced League Island to a captain's command, and I was relieved. The Secretary assured me that this contract had nothing to do with it. I had a letter from him on the subject.

Q. Do you know anything of Hartt being under orders to go to Boston?—A. No, sir; I heard that he was ordered there. He is now on centennial duty at Philadelphia.

Q. Were you instructed to make any advertisement for this work?—A. The first notice I had about the matter was the proposal of McKay, which I received from the bureau here with instructions to confer with the naval constructor, and if he though it expedient, to make a contract with McKay. The yard had to be abandoned so soon that there was no time. He had men there, and I had to close the contract with him until I found some one else. Some time afterward I received a paper from a man whom I had never seen, who said that he had made an agreement with McKay in case he got the contract to remove the construction material for $116,000, to give him $8,000 for it, or pro rata if he got paid anything less.

Q. What are the relations between Mr. McKay and Mr. Hartt?—A. I should say they were very intimate. I believe Mr. Hartt has been living in the same house with him, and driving in his carriage.

Q. In the proposals of these men—either one of them—was there anything about their retaining any of the material belonging to the Government?—A. No, sir; he was merely to move the material. We were to do the towing, and he to supply everything else to take it to League Island. The *contract that was made* with Mr. Rice had a line added which I

understood at the time very well, "to take everything placed at my disposal." I had good reason to believe that the Constitution would not be finished by the first of January, but I didn't think it a matter of any moment, for it didn't amount to anything whether he removed her blocking or not. He afterward claimed that he put that in by the advice of Hon. Leonard Myers. I do not know whether he removed it or not.

Q. Was there any contract made for the removal of any other portion of the Government property at this yard?—A. There were several. Mr. McKay had a contract for removing the ordnance; he also had a contract for removing steam-engineering. Rice had the contract for removal and pulling down of buildings. Mr. McKay had a contract for pulling down and re-erecting two ship-houses. These were all made in Washington.

Q. Were they made without any advertisement?—A. I don't know of any; I do not think there was any.

Q. Your advice or judgment was not solicited upon it?—A. No, sir; I had only to obey orders.

Q. Do you know whether the opinion of the constructor or any officer of the yard was taken in relation to the other contracts?—A. I do not think it was. There was some correspondence about the contract for steam-engineering, but I do not recollect the nature of it. They called for estimates from different bureaus as to what it would cost for the Government force to remove the material; then these contracts were made. I think the ordnance contract was about the same as the estimate of the officer; I do not know whether steam-engineering was more or less. The equipment moved their own stores.

Q. From what you have seen or know in regard to it, if proposals had been solicited by regular advertisement, would the Government have made or lost?—A. I do not know; my impression in regard to the buildings is that there were half a dozen different offers for their removal and re-erection, and I think Mr. Rice's was the lowest; that was all done here.

By Mr. JONES:

Q. You speak of the equipment moving their own stores; was that done more economically than the others?—A. I think so; yards and docks were moved economically; they had plenty of time; the others were moved hurriedly, and, of course, it was more expensive

By Mr. BURLEIGH:

Q. What time was it first understood that these removals had to be made?—A. I think the law for the removal was passed in March, but nothing was done then. I do not know when the advertisement of sale was made; I think it was somewhere in October. We had been for a year or two moving some heavy articles; we were very much hurried at last.

Q. When was the yard sold?—A. The 2d of December; to be delivered the 1st of January.

Q. Everything had to be removed before the 1st of January?—A. Yes, sir. We did not know that the buildings were to be pulled down until early in November.

Q. Did you commence on them as soon as you knew it?—A. Yes, sir; the first I knew of it was a contract made with Mr. Rice to remove everything by the 1st of January, and I think that contract was made in November. Of course we had to commence at once: we were moving stores out of the yard, and he was not able to complete his contract, because we were not able to give up the building until the stores were out.

By Mr. JONES:

Q. Didn't I understand you to say to Mr. McKay that he was bound to get rich out of the Government?—A. Yes, sir.

Q. Was that because of exorbitant prices he received by contracts made here?—A. Some of the contracts he didn't more than clear himself, and others he made money from. He was a very active, energetic, pushing man, getting men to work for him cheap, and he would make money where, perhaps, the Government would lose in doing the same thing. He made a contract for taking down ship-houses and re-erecting them at League Island, for $32,000. The estimate of the board was $34,000. That was a board composed of constructor and civil engineer.

Q. Was Mr. Hartt on this board?—A. No, sir; he had been away for some time. I do not think he was in Philadelphia. McKay sublet the contract; there was no penalty attached to the non-performance of the contract, and if he hadn't finished it they couldn't get anything from him. He was to take the buildings down, and put them up in the same form at League Island, and after they began to remove them they concluded that one of the buildings should be cut off three stories and made a store-house. That, of course, gave him a great deal of material to supply rotten parts of the buildings. Then there were some things he said he was not expected to replace—for instance, the tin roofing. He made another contract, to put on the tin roof.

Q. You had those contracts, had you?—A. Yes, sir; it was done by the Bureau of Construction; the Bureau of Yards and Docks had nothing to do with it.

Q. Why should he not put on the tinning?—A. I do not know; he said that was an understood thing, that he was not to do it, and he didn't do it.

By Mr. BURLEIGH:

Q. The Bureau of Construction took charge of it?—A. Yes, sir; I believe they had more money to pay for the work.

Q. That was really encroaching on the business of the Bureau of Yards and Docks?—A. Yes, sir.

By Mr. DANFORD:

Q. Do you know anything about the manner in which these contracts were performed—for instance, the removal of brick?—A. I think Mr. Rice, in removing brick and material from the yard, did as well as he could, with the time allowed. He did not get all the buildings down. When the yard was sold there was a telegram from the Secretary to stop pulling down any more, and only move what was down; so that some of the buildings did not get fairly pulled down.

Q. Do I understand you, then, that a part of the buildings belonging to the yard passed to the purchaser at the sale?—A. Yes, sir; all that was not loosened. The purchaser claimed everything that was not loosened from the soil. We pulled up the sidewalks, curb-stones, and stone flagging, and sent as much as we could down before the sale. I think when the sale was effected there was one row of buildings a story high.

Q. Do you know of any injury claimed to have been done to three pieces of cannon in their removal?—A. No, sir; I never heard any complaint. They were removed in a great hurry by Mr. McKay.

By the CHAIRMAN:

Q. Was any claim made by the contractor that part of the property was his?—A. No, sir; I think that is another matter. We purchased some condemned cannon and ordnance at auction-sale, and he claimed something belonging to the carriages, some brass ornaments, which the Ordnance Office said didn't go with it. I believe the bureau decided that it did.

Q. In these contracts made at the Navy Department, the execution of which depended more or less upon you, were you furnished with copies?—A. Generally; some I have not.

Q. And those are kept at the yard?—A. Yes, sir.

Q. Is there any book in which they are kept?—A. No, sir; they are filed with letters from the different bureaus.

Q. Have you any recollection o a man named Philip Stall, foreman of the blacksmiths in the yard, or of any charges preferred against him?—A. Yes, sir. I do not recollect any charges against him. He is the blacksmith man now; he has been in that yard off and on a good many years; he is about as well known as any man there.

Q. Do you recollect whether charges were preferred against him, while you were commandant of the yard, for employing incompetent men and rating them first class?—A. No, sir.

Q. Who was you predecessor?—A. Commodore Mullaney.

Q. I will ask you a question of a general character. Do you know of any other error or abuse or fraud existing in the management of the Navy Department or any of its branches?—A. I do not know of any fraud. I believe there are a good many errors, as in every department. I am not prepared to answer that question.

Q. Is there any abuse in the contract system as at present conducted?—A. I have had but very little to do with the contract system. I do not know how contracts are made.

Q. You spoke of private notes being written to the constructors from the Department to make contracts.—A. That is not in the nature of a contract. That was the only case I knew of. That letter, I believe, was from Mr. Hartt, who was then in Washington.

Q. I include, also, contracts or agreements made in open purchases.—A. That is all done by the paymaster; I do not know anything about it. I suppose when he got a requisition approved by me he would send out to the parties who deal in the article and get their bids and accept the lowest bid; and then the order would come to go to such and such a place and purchase the article.

Q. Do you know anything about a lot of knees being delivered that came from Savage, here?—A. No, sir; there were some knees delivered, and the bills came up from the constructor and I approved them; I do not remember the names of any of the contractors.

By Mr. BURLEIGH:

Q. Who inspected them?—A. The regularly-appointed timber-inspector.

Q. Does not all this timber come under the immediate eye and supervision of the constructor?—A. Yes, sir.

Q. Is he not a better man to know about the value of timber than somebody outside, some one appointed from civil life?—A. I should think he ought to be. I suppose they think he has enough to do.

Q. Would the inspector pass timber that the constructor would reject?—A. I do not believe he would.

Q. Don't you believe that the constructor knows what the inspector is receiving at all times?—A. I suppose so. I suppose they consult together, and the opinion of one is accepted by the other.

Q. And the constructor has the controlling opinion?—A. Yes, sir.

Q. And the inspector is merely a man between the constructor and the contractor?—A. Yes, sir.

Q. From your knowledge of inspectors, are they generally pretty good livers and make money pretty fast?—A. I do not know. I would not know the one in Philadelphia by sight.

Q. He did not come into the yard often enough for you to know him?—A. He might have come there every day and I would not know him. The duties of a commandant are such as to keep him at his desk all the time.

Q. Don't you think that the duties of inspectors are nominal; that the men employed by the Government as foremen or constructors are really the men that do the work?—A. The inspector of timber consults the constructor. There is no inspector of iron.

Q. Have you not an inspector of copper and all sorts of things?—A. No particular inspector. They call in experts to examine the quality of the things. I don't recollect any inspector of iron.

Q. Don't you have a receiver and inspector?—A. There is one of that title in each department, now you mention it. We always called him receiver. I think myself that the heads of departments would be better judges of what the articles were.

Q. And this inspector and receiver is a sort of a useless appendage to the yard, in your opinion?—A. He acts as store-keeper; takes charge of goods and delivers them out. I think perhaps the bureau of construction is more extravagantly administered than any. They have to keep a large number of men. I spoke to the constructor one day and told him that he was expending five or six thousand dollars a month and was doing very little work. He said that it cost a good deal to keep up the organization. He had more writers and clerks than all the rest in the yard put together. They were afraid to turn them off.

By the CHAIRMAN:

Q. Who inspects the goods purchased by the paymaster on the open-purchase system?—A. They are inspected in the yard by the officer who has charge of that branch of the service.

Q. And no board or other party connected with him?—A. No, sir. He judges whether the articles are correct or not.

Q. What would you think of separating the party who makes the requisition from the party who inspects; ought it not be a different party to inspect?—A. No. I should think that the man who made the requisition had a better knowledge of what he wants than any one else. If they sent in something that he does not want, he knows it.

Q. Do you know any instance where provisions have been bought in large quantities and pronounced unfit or unworthy?—A. No, sir.

Q. Do you know anything about purchases made at the time of the Virginius affair?—A. No, sir; I was then at the recruiting rendezvous.

Q. Do you know of any instance of repairs made on vessels, amounting to more than $3,000, wherein there was a failure to have an examination made as to the probable cost of the repairs?—A. Nothing of my own knowledge.

By Mr. BURLEIGH:

Q. Do you know of any survey or recommendation made to expend so much money upon a vessel?—A. Whenever a vessel comes home they order a survey to be made of her, and estimate what it will cost to repair her, and she may then lay up in ordinary and be repaired at some future time.

By the CHAIRMAN:

Q. What have you to say as to the wisdom and policy pursued by the Navy Department in building under old names new vessels?—A. I think that is a misappropriation of money. It may be a very good thing, but I think it is an evasion of the law. I have no doubt that the Navy has been improved by rebuilding these vessels. We got a much better vessel than the one that was replaced, but it is expending as much money or more money than Congress authorized for the eight sloops of war, and I do not suppose that was intended.

By Mr. BURLEIGH:

Q. Take, for example, the Vandalia.—A. She is a good ship now; she was not worth anything before; she was a sailing-ship, and was taken into the Boston dry-dock, cut to pieces, and another one built of twice her tonnage.

Q. You do not suppose that there was any piece of timber in the new Vandalia that there was in the old?—A. I am pretty sure there was not. They are building some new iron-clads over in the same way; the Secretary mentions it in his report. They formerly had wooden hulls; now they are putting in iron hulls.

By Mr. DANFORD:

Q. Do you know of any instance at the Philadelphia navy-yard, or any other navy-yard, in which you had reason to believe that there was a collusion between the officers whose duty it was to inspect and receive materials for the Government—timber or anything else—and the contractor, for the purpose of defrauding the Government by imposing inferior material upon the Government?—A. No, sir; I do not know that. I have no substantial reasons for such suspicions.

Q. Have you any facts in relation to it?—A. No, sir; no facts. As to these contracts with Mr. McKay and Mr. Hartt, regarding the removal of timber, I thought Mr. Hartt's letters to me, as I told him, seemed to be more in the interest of the contractor than of the Government.

Q. That was not where material was received.—A. No, sir; I do not know anything about that. I would not be likely to know anything about that.

Q. What was there in the contract with McKay that struck you as being suspicious?—A. This looked suspicious: Mr. Hartt said that he could not conscientiously recommend that the contractor be offered less than $20,000, when another man was willing to do it for $10,000. That was suspicious. And then his backing up McKay in trying to get his first contract continued, and then his writing me that if McKay had moved one timber-plank he was entitled to the whole sum under that item. I sent that letter to the bureau, and wrote him that he was more interested for the contractor than for the Government, and he wrote me back that he would not answer that part of the letter; that it was disrespectful to him.

Q. Where is Hartt now?—A. He is on centennial duty. He was appointed to the Boston yard. I heard that Mr. Hanscom did not want him there. I have been associated on three or four yards with Mr. Hartt, and I think he is very extravagant in his expenditures in all the yards. He was at the Boston yard when I was there, and he was at California when I commanded a ship out there, and then I have been associated with him at Philadelphia.

By Mr. BURLEIGH:

Q. How many ships would those 500 knees that you spoke of build?—A. I do not know.

Q. Two, would they not?—A. Perhaps so.

WASHINGTON, D. C., *March* 4, 1876.

Continuation of the testimony of Commodore GEORGE H. PREBLE.

By the CHAIRMAN:

Question. You referred the other day to a copy of an agreement between Mr. McKay and another gentleman in relation to some bids for the removal of property. Have you that copy?—Answer. Yes, sir: I have a copy of it.

Q. Will you please read it?

The witness read as follows:

"PHILADELPHIA, *November* 4, 1875.

"By this agreement, hereby entered into between Nathaniel McKay, of New York, and John W. Lynn, of Philadelphia, it is mutually understood and agreed that, in the event of said Nathaniel McKay receiving the contract for the removal of all and everything belonging to the construction department from the Philadelphia navy-yard to League Island, for the sum of $116,000, he, said Nathaniel McKay, is to pay to said John W. Lynn the sum of $8,000 in cash. In case the said McKay should receive a sum less than $116,000, then he is to pay said John W. Lynn a less amount pro rata, cent. per cent., payment to be made within sixty days.

"NATHL. McKAY."

Q. At what time and under what circumstances did you receive notice of that copy?—A. It was after my detachment from the Philadelphia navy-yard, some time in January, that I received that copy. It was handed to me by a gentleman who, I suppose, would not care to have his name mentioned. That gentleman received it from Mr. Lynn himself. That was the original, signed by Nathaniel McKay.

Q. Had Mr. Lynn made any demand of you during the progress of completing the contract by Mr. McKay?—A. I never saw or heard of him before, and I have never seen or heard of him since. I do not know anything about him. I think he is a builder in Philadelphia, but I do not know. As soon as I was authorized I sent a copy of it to the Secretary of the Navy. As I was not on duty I sent an unofficial note, and I received a reply from the Secretary afterward, in which he said that it was evident that Mr. McKay was a man that it would be well to look out for, and that the Department would be careful to look out for him.

Q. Do you know anything of the purchase of a tug or launch—a fancy vessel called the Sea-Weed?—A. I recollect the purchase of such a vessel.

Q. State the time and the amount paid for her, according to your recollection.—A. I do not recollect the time. It was over a year ago. It is my impression that it was in the fall, though I do not recollect. I received a note from Mr. Hanscom directing me to receive this vessel, and $8,500 was to be paid for her. The bills were made out at that price, and, I think, were approved and forwarded to the bureau, and I suppose were paid.

Q. You were directed by Mr. Hanscom to receive her?—A. Yes, sir; he wrote me a note from the Continental Hotel, in Philadelphia, at the time, to receive this vessel when she appeared at the yard, and, I think, either then or subsequently, he gave me orders that she was

bought for construction purposes and for towage, and was to be run at the expense of the bureau—virtually placing her under charge entirely of the naval constructor.

Q. From whom was she bought?—A. I do not recollect the name of the owners. Somebody had been using her down in the Dismal Swamp, where she had been used as a sort of house for logging purposes or something of the sort.

Q. State if, at the time of the purchase of that vessel, there was any public use or necessity for such a vessel.—A. I consider that there was not. I did not consider that she was adapted to the performance of towing, which was the purpose for which she was purchased.

Q. Do you know anything of the rent of a steam ferry-boat?—A. I think some time in November the steam ferry-boat Burlington was chartered.

Q. At what rate?—A. At $1,000 per month, for the purpose of conveying construction material to League Island. The charter-party that was signed, if I recollect right, was that she was chartered with the agreement that any amount paid in monthly payments for her use would be deducted from the allowance for the value at which she was to be purchased, if purchased.

Q. State whether at the time of hiring this ferry-boat the Government was without means and appliances for the removal of property from the navy-yard to League Island?—A. They had not sufficient means. They had to hire a great many scows, lighters, and various things in order to remove material; they had to be hired either by the Government or one of the contractors at that time.

Q. Was there any necessity for the hiring of such a vessel and at such a price?—A. I have not any idea of what the value of the charter-party of a vessel of that kind is. She was a large, roomy vessel, and would carry a great deal of material. Whether she was the cheapest and best at that time that they could use, I do not know.

Q. Was not the Government supplied with tugs and launches?—A. Not for the purpose of carrying material. The tugs were large enough to tow other vessels. They rafted a great deal of material down in that way.

Q. Could it not have been done in that way by the use of the Government tugs towing?—A. They would have had to hire some vessels. They hired her the same as any other vessel. She was used in that way for November and December.

Q. What use was there for her in the months of January and February?—A. The delivery was on the 1st of January, and I left the yard on the 10th of January. I should suppose that when the yard was turned over and she went down to League Island, there was no further use for her. I do not know whether she is employed now or not. The gentleman at the yard now can tell better than I can.

Q. If she was employed during those months would you not say it was an unnecessary expense to the Government?—A. It strikes me so, but I am not there now. I was not at the yard during February, and was not at Philadelphia during that month. I left the yard the 10th of January, and I do not know what use they put her to after I left. Up to that time there had been some work for her.

Q. I ask your judgment and opinion as to the time and manner of the sale and removal of the property at the Philadelphia navy-yard. In other words, ought it not to have been commenced earlier or deferred later, so as to have promoted the interests of the Government in the removal of the property, considered in its economical aspects and every other?—A. I think it would have been more economical and better to have given a general order for the removal earlier in the year, and to have continued it during the year, certainly, and perhaps longer. I think it would have been more economical and better than to have removed it in the last three months of the year, as everything was too much hurried and there was too much confusion.

Q. Owing to the short time allowed in which to execute the orders for the property required to be removed, did not serious loss occur to the Government?—A. I should think there was more or less loss arising from the destruction of property in the hurry of removal and delivering it.

Q. I ask you if some of the property which belonged to the Government, such as ordnance used as gate-posts and corner-posts, was not claimed by the purchaser?—A. The Ordnance Bureau removed all their material by contract. It was removed very hastily, but I think nothing was damaged. I think that the ordnance was not damaged by the removal; so I have been told. The old cannon used as posts, that were left in the yard and were not taken up, I think belonged to the Bureau of Docks and Yards, and not to the Ordnance. They had been purchased for posts and fastenings; and when the yard was sold some of those posts remaining in the yard were sold to Mr. McKay. It was ascertained that it would cost more to the Government to take them up than to leave them where they were, and so they were sold when the yard was sold. They had to stop the work; and everything that was fixed in the ground, whether an anchor or cannon, or no matter what it was, was considered as real estate, I think, under the advice of the lawyers. They consulted with the lawyers, and under their advice these things were allowed to remain. The sheers were considered as part of the real estate of the yard, and it was decided that they must remain.

Q. The purchaser of the navy-yard at the sale, then, claimed all that which was attached

to the freehold?—A. Yes, sir; everything that was attached at the date of the sale. The order from the Secretary of the Navy by telegraph was positive to cease all work on buildings or anything that had not been torn down. Every brick that was standing in its place must remain so from the time of the sale. Then the work of clearing away the movable material went on until the yard was delivered. I think the sale was the 2d of December, and the delivery was the 1st or 2d of January, thirty days after.

Q. The sale took place on the 2d of December?—A. Yes, sir; and I think the delivery was to have been thirty days after that, but was not, in fact, until about the 5th of January.

Q. Was there any considerable amount of property in value that remained attached to the freehold?—A. There was a portion of several of the buildings, and the marine barracks were not pulled down, and of course the wall surrounding the yard.

Q. Under the construction of the law as then given, all that passed to the purchaser?—A. Passed to the purchaser; and some of the wooden stables and out-buildings and things of that kind.

Q. At the time of the sale what was the announcement—that the Government would remove the buildings?—A. I do not know; I was not there. All I know is the terms of the sale, and those I have forgotten.

By Mr. DANFORD:

Q. Who is this Mr. Lynn?—A. I do not know; I never saw him. I think he is a resident of Philadelphia. His house was pointed out to me once as I was riding by in a carriage, and I was told that he was a builder.

Q. Was he connected in any way, so far as you know, with the Navy Department?—A. I think not. He was one of those men who wanted to get a contract, and Mr. McKay took that means of buying him out, but would not come up to his agreement.

Q. Do you know of any influence he had with the Naval Department?—A. No, sir; I have not the slightest knowledge.

Q. How long did you live in Philadelphia?—A. Only the time I was there on duty.

Q. Is Mr. Lynn a prominent man there?—A. That I do not know.

Q. Do you know of him as connected with either of the political parties there in any way?—A. No, sir.

Q. You know nothing of him?—A. No, sir.

Q. Did Mr. McKay get the contract that is spoken of in that letter in regard to the removal of property?—A. No, sir; he got various contracts. I think about the time that paper was signed the Bureau of Construction asked what it would cost to remove all the stores, and the constructor answered, I think, $135,000, and that it would take four months. I wrote that I thought it would take longer, with the force employed, and would probably cost less. I think that was my remark.

Q. Your letter is on file?—A. Yes, sir. But the probability is that Mr. McKay, as he was always about getting news, got wind of this chance of making a contract, and thought if he were to make an offer he would probably get it, if these men did not offer lower. That is only supposition on my part. I do not believe, however, that the Department had anything to do with the offer.

Q. Your idea is that Mr. McKay was buying Lynn off?—A. Yes, sir; that was his plan; he is that style of man.

Q. Do you know how much his contracts aggregated?—A. No, sir; I could not tell you. All his contracts together, perhaps, amounted to $80,000 or $90,000, but they were not always construction contracts.

Q. You testified about those?—A. I think so. I do not recollect now what it was, but his contracts were not always construction.

Q. This little boat, the Sea-Weed, that was bought by the Bureau of Construction, at $8,500, when was that purchased, with reference to the removal of the navy-yard from Philadelphia to League Island?—A. I do not know; I have already said that I think it was more than a year ago. I suppose the letters are on file with regard to it. I had a note from Mr. Hanscom to receive her, and afterward the bills for her were approved.

Q. Mr. Hanscom's note was dated at the Continental Hotel, in Philadelphia?—A. That is my impression; and afterward there was some official correspondence; what time that was I do not know.

Q. You say that the Secretary of the Navy, on the day of the sale of the navy-yard, telegraphed that all work in detaching fixtures from the freehold was to be stopped?—A. Yes, sir; that everything attached to the freehold should remain intact.

Q. Do you know when that telegram was received at the yard with reference to the sale of the property, whether before or after the sale?—A. O, it was immediately after the auction-sale. I had heard of the sale, and the price paid, before I got his telegram. I think I got the telegram that night, or the next day.

Q. You do not know what announcement was made in the yard at the time it was sold, in relation to the material in it?—A. No, sir; the sale took place at some auctioneer's office in the city.

Q. Do you know the name of that auctioneer?—A. Thomas, I think.

Q. What was his *first name?—A. I do not know*; he was one of the principal auctioneers.

I may be mistaken about his name being Thomas. The remark was that they had employed a good man. I think he was one of the principal auctioneers in Philadelphia. He was not the auctioneer who usually made the sales of small articles at the yard.

By the CHAIRMAN:

Q. At the time of the sale made at the Philadelphia navy-yard there was a depression in real estate in the city of Philadelphia, was there not?—A. I think that was generally acknowledged all over the country at that time, not only there, but everywhere, and not only at that time, but at this time.

PHILADELPHIA, *April* 21, 1876.

GEORGE H. PREBLE recalled and examined.

By the CHAIRMAN:

Question. You have heretofore called my attention to the fact that in mentioning the number of men taken on in the year 1875, the reporter had inserted 1874?—Answer. I have.

Q. Repeating that question as to the number of men taken on in 1874, what would be your answer now as to whether there was a large or unnecessary number taken on, and for what purpose they were taken on?—A. There was a large number taken on about that time, principally in the construction department; they were employed mostly in breaking up the Nebraska.

Q. That was during the months just previous to the election of 1874?—A. I don't know anything about the elections, but it was about that time. I think it was just before the election took place. There were a great many men employed in the construction department, principally by orders from the Secretary or from the bureau; lists of names were sent on.

Q. State if you were ever requested by Mr. C. P. Stratton, of Camden, N. J., to take on a lot of men, he stating that it was done by the request or instruction of the Secretary of the Navy.—A. I think he did make some application to me.

Q. Was that done more than once?—A. I think Judge Stratton brought me a list of names with a letter from the Secretary of the Navy ordering me to take them on; that list was sent down to the constructor with orders to take the men on; afterward he wanted other men employed, when I said that I could not take them without the authority of the Secretary or of the bureau.

Q. Did he obtain that authority?—A. That I don't remember; possibly he did. These were principally single cases, or the cases of two or three men. He had no large lists.

Q. After getting these lists of men from the head of the bureau or from the Secretary of the Navy, state whether they were rated in the order that you received them from the Department.—A. Yes, sir; the order sent down to the constructor was that they should be rated; they were rated as shipwrights and borers.

Q. Nothing was left to the discretion of the commander of the yard, or to the constructors, in such order?—A. No, sir; nothing. I think there were some men who were found incompetent as shipwrights. I gave directions that their rates should be changed. I have that impression, but it was, however, to no great extent. There was one quite long list furnished by Mr. Stratton. I think there were fifty names on that list. Some of those men were employed on the Antietam and some on the Constitution, and perhaps a few on the Quinnebaug; the majority, I think, however, were at work cutting up the Nebraska.

PHILADELPHIA, *April* 21, 1876.

GEORGE H. PREBLE recalled and examined.

By the CHAIRMAN:

Question. Do you remember the designation of a gentleman named R. F. Stockton to duty in the Philadelphia navy-yard?—Answer. Yes, sir.

Q. Who was he?—A. He was the son of Senator Stockton.

Q. By whom was he appointed?—A. He was appointed by Commodore Howell, when commandant at League Island, by direction of the Secretary of the Navy.

Q. What duty did he perform?—A. None that I know of.

Q. What was he assigned to?—A. He was nominally the first clerk of the commandant at League Island.

Q. Was he continued in that position under you?—A. He was continued until I finally wrote a private letter to the Secretary of the Navy, and then I got him removed.

Q. You do not know, do you, whether he was then ordered to duty at any other place?—A. I do not know personally. I have heard rumors, but I cannot say. I have heard that *he is employed* in the Treasury Department as a special agent.

Q. Do you remember that attention was frequently called to the fact that purchases exceeded the estimates which were submitted on the part of the civil engineer, Mr Prindle, and afterwards by Mr. Stratton?—A. I recollect in several cases that purchases exceeded the estimates, and, I think, sometimes I called attention to it, and sometimes the chief of the bureau called attention to it.

Q. Were they so frequent as to be marked?—A. Not particularly, that I know of. Whenever they occurred I called attention to them; that is, whenever there was any great discrepancy. I do not think I called attention more than a half-dozen times to them, although I do not recollect exactly now. I called for an explanation from the parties making the estimates and forwarded to Washington whatever was the result. I will say this: in passing some bills I did not notice that they exceeded the estimates. I then gave an order to one of my clerks always to put on the bill in pencil the estimate, so that I might compare it with the bill where there was any discrepancy. Where it was the same he was not to mark it. Whenever there was any serious discrepancy I immediately called the attention of the bureau to it in forwarding the bills, either withholding my approval or approving it under explanation.

Q. Do you remember anything about the purchase by Mr. John Noblitt of a lot of scrap-iron from the yard?—A. There were many of those purchases. I do not recollect the name particularly, but could refresh my memory from the letter-book in that respect.

Q. In the transaction to which I desire to call your attention, Mr. John Noblitt, it appears, obtained from the yard a lot of scrap-iron, and did so under an order from the head of the bureau.—A. If it was sold in any way it was sold under the order of the chief of the bureau. There was a good deal of iron delivered at different times; I do not know whether to Mr. Noblitt or Mr. Roach, or to Seyfert & McManus, although I think it was delivered to all three.

Q. In the case to which your attention is directed I desire particularly to call your recollection to the mode of payment made by Mr. Noblitt. In other words, was not the iron exchanged for brushes and miscellaneous stores?—A. I do not recollect that. I think all the iron that was sold was exchanged for other iron; I may be mistaken, however.

Q. You have no recollection, then, of that transaction?—A. No, sir. In one instance there was an order to deliver iron and there was an order to receive one pound for three delivered, but I do not recollect who that order was to, nor do I recollect what it was.

Q. I now call your attention to the following letter, dated Bureau of Construction and Repair, September 8, 1874:

"SIR: Please allow Mr. William ——— to deliver at the yard under your command white-oak plank yet due under his contract of August 19, 1872, at $44 per thousand feet, subject to inspection and conditions specified in schedule, and have open-purchase bills made out, payable out of the appropriation for construction and repairs 1874–'75.

"ISAIAH HANSCOM."

A. I recollect seeing the letter; I do not recollect about the transaction. It probably was carried out. That letter was sent down to the constructor to execute the order, and he acknowledged its receipt.

Q. And bills were made out accordingly?—A. Undoubtedly.

Q. Do you know anything about the orders, by direction of the Department or the head of the bureau, to destroy or give up bills for purchases made in a past fiscal year, new bills being made out so as to draw the appropriation from the current year?—A. No, sir; I have no recollection of anything of the kind. I do not recollect having been ordered to destroy any bills.

Q. I wish to call your attention now to the following letter, and then desire you to state what directions were given about the matter:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*April* 22, 1874.

"SIR: The pay-roll of the month of May must not exceed the sum of $5,000, to be charged to appropriation construction of eight steam vessels of war.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"To Commodore MULLANY, U. S. N.,
"*Commanding Navy-Yard, Philadelphia.*

"Full copy taken, April 23, 1874.

"JOSEPH FEASTER,
"*Foreman of Shipwrights, performing duties of Assistant Naval Constructor.*"

A. That was before I took command. I know nothing about that. I took command in June, 1874.

Q. Do you know of any *other directions from* the head of the Department, or the head of

one of its bureaus, as to similar orders to those?—A. I do not recollect any. There may have been orders. If an order of that kind had come to me, I should have read it, and sent it down to be copied, and the paymaster would have been instructed accordingly, I presume.

Q. The letter which I have just read you is from the official records of your office, is it not?—A. Yes, sir.

Q. State if the letter which I will now read you is from the same official record:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*April* 15, 1874.

"SIR: The appropriation, 'construction and repair, 1873-'74,' being exhausted, you will please approve no more bills for payment under it.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"To Commodore MULLANY, U. S. N.,
"*Commanding Navy-Yard, Philadelphia.*"

A. I do not know anything about that. Commodore Mullany was in charge at the time. That letter is from the official records of the yard, however.

Q. State to the committee, when a sale of any material belonging to the navy-yard is made, or directed to be made, what form of procedure should be used to make such sale lawful.—A. I do not know that I understand the law about it, but I can tell you what the custom was. The custom was, whenever there was a sale, either the bureaus directed the sale of certain articles at auction, or if there was some refuse matter in the way, of no use, when a sale was to take place, it was usual to send round to the heads of the departments and ask them to make out a list of such articles as they had to sell; all material which had been previously condemned. When that list came in it was sent to the auctioneer. When the sale took place, the head of the department who was interested was required to attend the sale and see that the proper things were sold, and that nothing improper was sold. I think that was the routine generally.

Q. I desire to know whether the constructor or any other officer having in charge any branch of the service had authority to select and have appraised and sold any stores or materials belonging to the Government without the knowledge or authority of the commandant of the yard.—A. No, sir.

Q. State whether you had any knowledge of a sale of plumbing material made to W. F. Steele.—A. I do not know of any myself, nor do I recollect of any, unless there was some order from the bureau. I never authorized it; possibly the bureau ordered some material to be sold to him, but I do not recollect it. The authority would be contained in these letters if the sale was ordered.

Q. Suppose he had made a contract with the Bureau of Construction to do certain work, and in that contract he was allowed to make use of all old material which could be reworked under that, would any person have authority to sell or deliver to him any other material which could be reworked under his contract?—A. No, sir; he would not have any authority to use anything without the authority of the commandant in any event. The commandant would be written to and informed, and he would order the constructor to deliver such things to him. I do not recollect of any such transactions, however. I will state that I was away for six weeks in July and August of 1875, and the transaction might have occurred, if there is such a transaction, while I was absent.

Q. Have you any recollection of any sale made to Mr. W. F. Steele?—A. No, sir.

Q. Have you any recollection of any condemnation of any lead, brass, or zinc that was at the navy-yard, the sale of which was made directly to Mr. Steele?—A. No, sir; I do not recollect in fact that there was any condemned brass or lead in the construction department, although there may have been.

Q. Do you remember that Mr. Hartt, the constructor, demanded or requested of you the services of Briscoe?—A. Yes, sir; he asked for him. I think, however, that I declined the request. He then obtained his services from the Department. I thought the man was of more necessity where he was. He was a smart, active fellow, and was very useful to Mr. McKay, and Mr. McKay wanted him to assist him; that was about the amount of it.

Q. I observe here a letter of yours, under date of December 14, 1875, to which I call your attention:

"COMMANDANT'S OFFICE,
"NAVY-YARD, LEAGUE ISLAND,
"*December* 14, 1875.

"SIR: As Boatswain Briscoe's services are equally important to the department to which he has been assigned by the Department's orders, you cannot have his services. Captain Wells will, no doubt, allow him to point out where the material is stowed at League Island. Any arrangement you can make with Captain Wells in this matter, to whom I have referred your communication, will be perfectly satisfactory to me."

That letter is addressed to Edward Hartt and signed George H. Preble.

A. That is my letter. He was afterward, I think, assigned to duty under Mr. Hartt by orders from Washington. I do not recollect when the order came there. I wrote a letter afterward requesting that he should be detailed from the yard; that his services could be dispensed with. I did not want him any longer. After that Mr. Briscoe went to duty under the constructor until the Constitution was launched.

Q. Where is he now?—A. I do not know that. He has been detached recently from the League Island yard. After that he resumed his duty as boatswain on board the Antietam. Captain Wells had about the same idea about him that I had: that he was maneuvering around, and when he went on to Washington he got him detached.

Q. Calling your attention to a letter under date January 5, 1876, addressed to Edward Hartt by yourself, which heretofore appears in the record, and which I have read over to you, I will ask you upon what your information was based that Mr. Hartt evinced more anxiety to protect Mr. McKay's interest than the interests of the department to which he belonged?—A. I think that he showed it through the correspondence. In the first place, when Mr. McKay made the offer of $20,000 to remove everything he said that he could not conscientiously ask him to take less. Afterward another man was found willing to do it for $10,000. Then I ordered a board to see what material McKay had removed under the first contract for $20,000 before he was ordered to stop. Mr. Hartt, Captain Wells, and Mr. Hoover were ordered on that board. Mr. Hartt made out, I think, that he had removed about $11,000 worth, or was entitled to about $11,000 for about ten hours' work. Captain Wells's estimate was about $1,900. I thought, after examining the whole matter, that $2,000 would be ample. Mr. Hartt then wrote me a letter, in which he said that if Mr. McKay had moved one plank out of one of the items of his offer, which was $1,200, he was entitled to the $1,200. I thought that looked more as if he was favoring Mr. McKay than his own department.

Q. In the removal of the property from the Philadelphia navy-yard state whether it was brought to your notice, in any way, that the officers of the Government failed in their duty.—A. I do not think they did.

Q. From your knowledge and observation do you think that the interests of the Government were sufficiently protected?—A. As much as they could be under the circumstances.

Q. Were the circumstances such as to interfere with the proper discharge of their duties?—A. Yes, sir; the rapidity with which the work had to be executed created a very great deal of confusion and more or less destruction of property that could not be helped; pulling down the buildings and moving the stores at the same time, and having teams and scows, lighters, tugs, and everything of that kind carrying out material at once, created a great confusion. At the same time six or seven vessels were being fitted out for sea, new houses were being built up on League Island, and it made a great deal of work to be done, and a great amount of labor was compressed into the space of a few months.

Q. State to the committee what urgency or necessity there was in the public service demanding so speedy and hurried a removal of the property of the Government at that time.—A. I was not placed there to judge. There may have been reasons of which I am not aware. I did not see any necessity.

Q. I now desire to call your attention to a letter addressed to the chief of the Bureau of Yards and Docks, under date January 13, 1875, the last two clauses of which I will read for you: "The area of the Philadelphia navy-yard, as ascertained and reported by Civil Engineer M. J. Endicott, 3d April, 1873, is 21.36 acres, or 930,441¾ square feet. Outside parties have variously estimated its value at $3 and at $6 per square foot. The former appears to be a small estimate and the latter almost too much—$5,582,640, the assessed valuation being $4,200,000." Was the information which you thus furnished to the Department such information as you had obtained from reliable parties when you speak of outside parties?—A. That part of the letter referring to the $3 a foot and $6 a foot was what people were talking out in the street at the time.

Q. You did not, then, call upon any parties to estimate it?—A. No, sir; nobody in particular. I sent to the city books to get the assessed value. That is correct. Out of that would come the dry-dock, which cost $700,000 or $800,000, together with the buildings.

Q. Referring to the dry-dock, state your recollection as to a trade made for it with Wood & Dialogue, of Camden, N. J.—A. It was sold at auction, I think.

Q. Was it purchased by them?—A. I think so, although I am not certain. It was a long time before they took it away from the navy-yard, but finally they were allowed to do it.

Q. Had they then paid for it?—A. I think there was an amount due on it, although I do not recollect what that amount was. My impression is that it was some $20,000 or $25,000. The cost of the navy-yard up to the time of its sale was about $2,500,000. That was the actual cost to the Government.

Q. State whether, in your opinion, the Government did not sustain great loss consequent upon the mode and manner in which the material, stores, and buildings belonging to the Government at the Philadelphia navy-yard were removed to the League Island navy-yard.—A. I suppose the stores were all removed in pretty good condition. There was a good deal of other material that was destroyed and broken up in transferring. The stores were hurriedly moved, and it was expected that there would be a good deal of loss. Perhaps some things were *stolen in transitu, but I do not know of any.*

Q. Were there any complaints made to you that the property was being stolen?—A. No, sir, not frequently. There were several men detected in small pilferings from the yard, and in one or two instances I had investigations. Wherever a case of that kind occurred, I had an investigation by a board. It was reported to me by Mr. Newell. I think that he had lost a large piece of machinery. A board was appointed to investigate the affair, and Mr. Newell was a member of that board. They searched all the shops around Philadelphia, but could not trace the material. Other material was taken out of the yard by Reynolds. The fact was reported, and he was made to carry it back. He said he had taken it by mistake in removing other things.

Q. I observe in your correspondence that you called the attention of the Department to a publication which states that you had been removed at the instance of some one, and demanded a court of inquiry. What reply did the Department give to you?—A. The Department replied to me indirectly, or rather unofficially, in a letter stating that they had no fault to find with me.

Q. Passing from this subject for a moment, I now desire to call your attention back to a letter in reference to the transaction with John Noblit, in which letter it is stated, apparently as if a proposition from Mr. John Noblit had been received to furnish paint-brushes on account of the old iron delivered by him.—A. I recognize the letter by looking at it, but I do not remember the transaction.

Q. I desire to call your attention now to a letter dated Bureau of Construction and Repair, July 14, 1875:

"SIR: Referring to your letter of the 12th instant, No. 109, the bureau has this day approved a bill in favor of S. P. Brown for 250,000 feet, board-measure, lake white-oak ship-plank, $88 a thousand; extended, $22,000; 4,000 cubic feet white-oak lake plank-stock, 74 cents, $2,960; 10,000 cubic feet white-oak seacoast plank-stock, 62 cents, $6,200; delivered at the naval station, League Island.

"Very respectfully, your obedient servant,

"I. HANSCOM.

"Commodore GEO. HENRY PREBLE,
"*Commandant Naval Station, League Island.*"

Have you any recollection of the transaction mentioned, either in this letter from the chief of the bureau, or your letter therein referred to by him?—A. I do not recollect what my letter was. I recollect approving bills for some large amount like that. Mr. Brown came in with Mr. Harmer, who introduced him to me. He wanted these bills to go off to Washington.

Q. Just previous to that, to wit, on the 8th day of July, had you not received a letter from Mr. Hanscom, in these terms:

"BUREAU OF CONSTRUCTION AND REPAIR,
"*July* 8, 1875.

"SIR: You will please direct that the white-oak timber and plank, and the white-pine lumber and deck-plank offered for delivery by S. P. Brown be inspected, and the report of inspection forwarded to the bureau.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*"

A. That, probably, is in answer to a previous letter. I judge the bill followed.

Q. State if a large quantity of stores and material which were delivered at that navy-yard while you were in command, were not under purchases made directly by the chiefs of the bureaus at Washington.—A. All the large purchases were thus made without exception.

Q. Your control of the navy-yard here as a matter of fact was merely nominal, was it?—A. Yes, sir; it was, with regard to all purchases.

Q. If fraud, wrong, or error occurred during the removal of the property from this navy-yard to League Island, who were the parties responsible for it? Was it you as commandant of the yard, or your subordinates under you at the yard?—A. The subordinates under me—those who had the immediate removal of the things—were the ones who would be responsible to me. I in turn would be responsible to the bureau, and the bureau to the Navy Department. It is very like a pile of bricks. But the person who had cognizance of it must have been the head of the department. The commandant could not attend to all those matters. He could only go around and exercise a general supervision.

Q. Does any responsibility attach to the parties who made the orders for the removal of the property and the time allowed?—A. Yes sir; undoubtedly.

Q. If you were not allowed sufficient time, did not you owe it to the public interest to call that fact to the attention of those who were in authority at Washington?—A. I did call it to their attention, not officially, perhaps, but I did in various ways say that there was no time. They knew it as well as I did. I think there is but one opinion about that, and that is that there was but a very limited time allowed to remove the yard. The chiefs of bureaus all knew it. I had conversations with all of them about it first and last.

Q. Did you call attention to the fact that at League Island proper steps were not taken to preserve and protect the property which was being removed there?—A. I think I did. I think you will find in my letters, that I repeatedly wrote that the buildings were not sufficient to cover everything. Whether I wrote unofficially or officially I do not know now, but I know I called attention to it repeatedly. I was writing all the time.

Q. I find in connection with Boatswain Briscoe this telegram, dated—

"WASHINGTON, *December* 14, 1875.

"To Commodore G. H. PREBLE:

"Direct Boatswain Briscoe to report to Constructor Hartt for duty in connection with launching the Constitution.

"GEO. M. ROBESON,
"*Secretary of the Navy.*"

A. That is the way he was ordered to that duty.

Q. Do I understand you to say nominally he was ordered to the Constitution, but was really under Mr. Hartt's supervision in the removal of the property?—A. I understood that from Captain Wells. I saw very little of that. At the time of the removal I was busy at my work in my office on Broad street from 9 in the morning until 5 o'clock at night, and saw very little of what was going on at the yard; but Captain Wells informed me that Briscoe's principal work was to look after Mr. McKay's stores and assist him.

Q. The telegram which I have read to you was received by you officially, was it?—A. Yes, sir.

Q. I now call your attention to a letter which appears on the records of your office:

"NAVY DEPARTMENT.
"*Washington, December* 7, 1875.

"Commodore GEO. H. PREBLE,
Commandant United States Navy-Yard, Philadelphia, Pa.:

"SIR: Please give express orders to stop the removal of masonry and the cobble-stones on the roadway and the buildings which were standing in the yard when the sale was made on the 2d instant. All standing walls and buildings, all masonry and roadways not moved previously to the sale, passed to the purchasers by the sale as part of the real estate, and cannot be interfered with by the Government. I am informed that parties are still busy removing such property, under contract or otherwise, and desire that it shall be stopped at once.

"Very respectfully, yours,

"GEO. M. ROBESON,
"*Secretary of the Navy.*"

A. I think there is a telegram from him ordering that work to be stopped before that. I think on the day of the sale he telegraphed me to cease all that kind of work. The order, however, contained in that letter was carried out, I know. The telegram came down on the afternoon of the sale, as soon as the yard was sold, to stop all removals.

Q. Do you remember whether the spare parts belonging to the Ironsides' carriages were delivered to Mr. McKay under his contract to purchase brass, copper, &c., at 16⅝ cents per pound?—A. I think they were delivered, but I do not recollect about the price. The chief of the bureau said that the carriages were sold to Mr. McKay as a whole. He decided that he was entitled to the metal, I think.

Q. Do you remember for what purpose in June, 1875, under the order of the Chief of the Bureau of Navigation, three boxes of old Causten lights and twenty-four signal-rockets were delivered to O. E. Babcock at Long Branch, N. J.?—A. I do not recollect. They were condemned signals that we were ordered to use up on holidays and festivities. The cheapest way to get rid of them was to fire them away. They were ordered to be used upon the 4th of July, 22d of February, &c. I suppose they were sent to him for the 4th of July celebration. They were condemned and no longer of any use.

Q. Can you state to the committee what duty Constructor Steele performs?—A. No, sir; he was nominally attached to the Constitution. I never saw him but once or twice. He had special orders, and was going backward and forward. He once went to California. I wanted to know what he was doing there. He said he was not under my orders.

Q. Nominally, he was attached to this yard?—A. Yes, sir; he was, I think, in charge superintending the building or rebuilding of iron-clads. I do not know what his duties were; he had special orders. I called him to account for not reporting to me on one occasion, and he said that he had nothing to do with me.

Q. Did he exhibit his orders?—A. No, sir; I think not. He may have done so. I have forgotten. He was on duty here, and he went to California. When he came back I asked him why he had been away from the station, and he said that he did not belong to the station, but was under special orders. I think he showed me some orders. I am not certain of that, however.

Q. Do you know whether he is interested in any private business of any kind at this place?—A. No, sir; I do not know much about him. His brother is.

Q. Is it his brother or his son?—A. It is his son or brother, I do not know which. He did some work on the Quinnebaug.

Q. As commandant of this yard had you any business relations with the firm of J. Roach & Sons?—A. No, sir; not that I know of.

Q. Or with Seyfert & McManus?—A. I think we had eight or ten iron-clads broken up here, and they were distributed around among the firms. I think two, or, perhaps, more went to Roach. There was also iron sold then by the bureau or exchanged for other iron.

By Mr. HARRIS:

Q. Speaking of young Mr. Steele having the contract to finish some work on the Quinnebaug, state whether or not you authorized the delivery to him at the time that work was going on of any old material.—A. I have no recollection of it, and I only heard of his having the contract outside. I do not think I know anything about it particularly. It may be on file, but there were so many of those things going on that I could not charge my memory with them.

GEORGE H. PREBLE recalled and examined.

By the CHAIRMAN:

Question. I desire to call your attention to an alleged mistake that you are said to have made in regard to a lot of ships' knees which were sold at the navy-yard in this city about the time of the removed of the material therefrom.—Answer. The only knees that I knew of being sold were condemned knees. I think they were all piled in one place, and they had been using them from time to time in a saw-mill and in the houses as fire-wood. It was too expensive to cut them up and we were only anxious to get rid of them. They were lying in a pile, and I recollected asking Mr. McKay one day if he would not buy them. He said no, that he would not take them for a gift; but when they were sold at auction I hear that he paid $110 for them.

Q. Was that the same lot of knees?—A. Yes, sir; I asked him afterward what he was going to do with them, and he told me that he meant to send them down East and use them in some Yankee ships.

Q. Was that large pile that lay in the center of the yard a pile of condemned knees?—A. Yes, sir; they had been condemned before I came to the yard.

Q. It has been said that you ordered some burned and that they were burned?—A. Some of those were burned, I suppose. They were burning them and using then all the time I was at the yard. Those were what were left.

By Mr. HARRIS:

Q. Then it is your impression that that pile of knees were really condemned?—A. The knees were condemned, I know. They were condemned before I went to the yard.

Q. What was their value?—A. They had no mercantile value. They were rotten and wind-shaken. I considered them perfectly worthless as knees for vessels, and only good for fire-wood, and bad for that, indeed, because it was so difficult to split them up.

Q. One witness here has said to us that they were worth $2,500.—A. He ought to have bought them. They were sold at public auction.

By the CHAIRMAN:

Q. They were advertised, were they not?—A. I do not know whether they were or not. They had been lying in the yard for a long time.

By Mr. JONES:

Q. Are you sure that the pile condemned and ordered to be burned up had not been burned up, and that this was not another pile? Are you sure that this was the pile that was to be burned?—A. Yes, sir. I was told by the commandant when I came there that those were condemned knees. They were condemned all the time I was there, and we were trying to get rid of them.

PHILADELPHIA, *Tuesday, April* 11, 1876.

CLARK H. WELLS sworn and examined.

By the CHAIRMAN:

Question. State your position in the United States Navy and how long you have been connected with the Philadelphia or League Island navy-yard.—Answer. I am a captan in the Navy, and am at present in command of the League Island station. I joined the old *Philadelphia* navy-yard in October, 1874, as captain of the yard, then in command of Com-

ıodore George H. Preble, and in addition to that duty I had charge of the equipment depart-ıent. I continued on that duty until the 10th of January, 1876, when I was ordered by ıe Secretary of the Navy to take command of the League Island station, relieving Commo-ore Preble.

Q. Since you have been connected with the yard have not one or more of the eight sloops f war, known as the Huron, Ranger, and Alert, been completed at this yard?—A. These essels were brought here and rigged and masted, and their sails were made. The Huron nd the Alert were completed here; that is, their masts were put in and some wood-work done. 'heir rigging and sails and boats were made at the Philadelphia navy-yard. The Ranger ras brought to the yard a short time before she was sold, or about that time. She was then emoved down to Wilmington and her lower masts were sent there; but the rigging of that essel and the sails have almost been completed, and they are now on board the equipping-essel Antietam at League Island; also some of her boats are there at the navy-yard in an ncomplete condition. The Huron and the Alert went into commission at the Philadelphia avy-yard.

Q. The Huron and Alert were built by Mr. John Roach, were they not?—A. Yes, sir.

Q. And the Ranger by the firm of Harlan & Hollingsworth?—A. Yes, sir.

Q. Were you connected with any survey or board of examination of any one of these essels at any time?—A. I was ordered on a survey. It has always been usual, according o the regulations of the service, for the commodore to appoint a board to ascertain if the essel is in a clean condition below for stowage; that is, to see that her bilge is clean—to see hat her store-rooms are in proper order for the reception of her stores.

Q. You were not appointed upon any board of inspection to see whether the vessels were ompleted according to contract?—A. No, sir; I am pretty certain I was not.

Q. Not upon either one of these vessels?—A. No, sir; not any further than I have stated n relation to their condition below decks.

Q. As a matter of fact, do you know whether they were completed according to the con-ract by the contractor, or whether anything remained to be done at the navy-yard here or ras done?—A. I had understood that there was a naval constructor, Mr. Steele, appointed or that purpose at Mr. Roach's yard.

Q. Do you know whether, during the progress of the construction of these vessels, any naterial was furnished from this navy-yard to the contractors?—A. There was a change nade on board of the Alert in her ladders. Her ladders were too steep. It is my impression hat that material came from the Philadelphia navy-yard. There was also a change made n closing one of the hatches of the ward-room; it was the after hatch. That was in order o give a place for the binnacles near the wheel. That was closed over. It was an extra ıatch for ventilating purposes.

Q. That was after she was reported to be completed by the contractor, was it not?—A. 'hat was after she was brought up to the navy-yard. In holding the position of captain f the yard, I had only control over my own department, the Equipment and Recruiting, nd the police organization, the tugs, and the teams. I had no control over any other de-ıartment in the yard; but by the order of the Department I was obliged to report anything vhich I should consider wrong or irregular. That was contained in order or circular No. 0. I was not the executive officer.

Q. From your knowledge or information during the progress of construction, state vhether material was obtained from the yard by either one of these contractors for the pur-ıose of completing these vessels, or for the alleged purpose of completing them?—A. That could not state positively, because I never saw the contract.

Q. Was material obtained from the yard at all during the progress of construction?—A. There was material obtained from the yard in the changing of these ladders and in closing ıp the hatch.

Q. You know of no other?—A. I do not know of any other to my knowledge.

Q. Have you any information in regard to that?—A. No, sir.

Q. I mean material, while they were in the hands of the builders, being taken down here?—A. I am not aware of any material having been taken down there to any of the :ontractors.

Q. Do you know anything about the purchase of a yacht called the Sea Weed?—A. I ınly know from hearsay. I know that a small steamer was brought to the Philadelphia ıavy-yard.

Q. Is she used in the regular service or for any special or specific purpose?—A. I under-ıtood that when she was brought there she would be used for carrying workmen down to League Island and for general navy-yard purposes, such as towing timber.

Q. Was she not rather a fancy vessel?—A. She was fitted up just the same as any pur-:hased vessel would be, and had been used, I understand, for a pleasure-boat.

Q. You know nothing about the purchase or the terms of it?—A. No, sir; not of my own knowledge.

Q. Do you know anything about the hiring of a steam ferry-launch called the Burling :on?—A. Yes, sir.

Q. Was she not hired or rented at the rate of $1,000 a month?—A. Yes, sir. I have here lata with reference to the *Burlington* which I conceived it to be my duty to take, from the

fact that she is now at League Island, and I do not want to appear ignorant of anything in relation to my command. That was my reason for putting the affair in writing in order to give an intelligent answer. The steamboat Burlington was chartered from Wood, Dialogue & Co. for six months, or as long as the Government needed her, for $1,000 a month. The date of the charter was October 9, 1875. This was anterior to my commanding the station. The six months expired April 9, 1876. I reported to the Bureau of Construction that in a few days the charter would expire, and I asked further instructions. The date I cannot say, but it was very recently, and just before the expiration of the six months. The bureau replied that I should still continue to employ her until further instructed by them. Recently, she has been employed in conveying material to Wood & Dialogue for the Constitution, which is now being repaired by that firm.

Q. What has been the use and necessity for that ferry-boat during the last six months?—A. While the material of the old yard was being removed she was used for the transportation of such material. She is a vessel of considerable capacity and would stow a large cargo of timber, particularly. At that time we had but two tugs, the Pilgrim and the Sea Weed. They were not adapted for carrying any large cargo, or material; but for towing purposes they were used a great deal, and pretty much altogether for the removal of material down to the new yard at League Island.

Q. While using the vessel in that manner, during the process of removal, admitting her use and necessity for that purpose and occasion, what has been the use or necessity of her employment since?—A. In the transportation of material to the Constitution chiefly, and altogether, I should judge.

Q. Was not the Burlington laid up for a long time unemployed or unused?—A. She was laid up for several months during the winter, and for a part of that time her hands were paid off, and the vessel was in the charge of three ship-keepers.

Q. The ship-keepers were paid for their services by the United States?—A. Yes, sir.

Q. The rent or hire of her was going on during that period of time?—A. Except when the hands were paid off or suspended.

Q. Was her rent then suspended, or her hire suspended, for that period of time?—A. I should judge not. I do not know, but I should say no.

Q. Have not the bills been regularly approved?—A. They have been regularly approved.

Q. Could not the Government, with due regard to economy, have dispensed with the rent of that vessel after the removal of these heavy timbers that you speak of?—A. Yes; I think for a few months they could have dispensed with her services, particularly while there was a great deal of ice in the river.

Q. Could not the Government now, with due regard to economy, dispense with the use of that vessel and employ tugs and barges or scows at a much cheaper rate?—A. As I have stated before, the Pilgrim is not adapted for carrying any large cargo, and she has been under repairs for several months, leaving us with one small tug, called the Glance, but she has been used for transporting workmen from League Island to the city on account of the bad condition of the road leading to League Island, which, during the winter, was almost impassable. If the Glance had been used for towing this material, a great deal of it would have been obliged to have been put in the water and rafted, and there would have been no means of getting the workmen to League Island except by land. The Glance is not adapted for the carrying of anything but passengers, on account of her peculiar construction.

Q. You say you have got but one tug to do that towing?—A. Two; but the Pilgrim is a larger tug than the Glance. She has, however, been under repair from being in constant use.

Q. What has become of the Sea Weed?—A. Her boiler is now being repaired. It was hoisted out.

Q. How long since she has been up for repairs?—A. She was brought down to League Island at the time that the old yard was given up.

Q. Which was about the 2d of January last?—A. The yard was sold December 2, 1875, and it was delivered January 23: 1876. She has been there during the winter, laid up.

Q. Waiting to be repaired?—A. I do not know whether she was laid up for that purpose, but we had no use for her.

Q. During that period of time you were paying rent for the Burlington?—A. Yes, sir.

Q. Coming right to the point, taking this contract for the rent of the Burlington, has it not been a piece of extravagance upon the part of the Bureau of Construction, and could it not have been avoided?—A. I would not like to express a decided opinion, when you take into consideration that for anything that is rented by the Government you always have to pay more as a rule than when you rent anything for private parties. There is always a disposition to get ahead of the Government.

Q. That you would say is the case also in regard to time as well as money. I mean renting or hiring the boat when it was not really employed?—A. I look at it in this light: that when the Bureau of Construction agrees to take a vessel for the period of six months, the department then is bound to comply with the terms of that contract.

Q. Suppose the contract upon the face of it allows the Government the privilege of using it only for such time as the Government may choose?—A. Then I think it would be better to give it up if it is so expressed. I do not know that it is so expressed on the face of that contract.

Q. If it is so expressed in the contract, her retention or continuance in service was a piece of extravagance, was it not?—A. I think it was very liberal on the part of the Government.

Q. In addition to the vessels named, the Huron, Alert, and Ranger, contracts for which were given out prior to your connection with this yard, according to your statement, have there been any other vessels rebuilt or repaired by contract during your connection with the yard?—A. The Quinnebaug was given out.

Q. To whom?—A. I think Neafie & Levy.

Q. And also the Constitution?—A. The Constitution was given out to Wood & Dialogue.

Q. Were there any others?—A. There was also a small tug called the Mayflower to be repaired by Wood & Dialogue. She is now undergoing repairs and nearly finished. That I know nothing about officially, as the contract was made or the arrangement was made by the bureau; it did not come through the office; that was before I took charge.

Q. By whom was the contract made?—A. By the Bureau of Construction—by Mr. Hanscom.

Q. It was made directly by the bureau?—A. So I have understood.

Q. Are you able to state to the committee whether, in the case of the Quinnebaug, any board of survey or examination was organized to ascertain the probable extent of the repairs demanded, and the probable cost of such repairs?—A. No, sir.

Q. There was not such a board?—A. I have never known of anything of the kind. I was not on the board, if any such was ordered.

Q. Was there any such board in the case of the Constitution?—A. Not that I know of.

Q. Have you any knowledge or information that any such board was had in the case of the Mayflower—that is, at the time of her going there?—A. The assistant naval constructor, Mr. Hoover, and the naval constructor, Mr. Hichborn, were ordered by the bureau to examine into her present condition, and to make an estimate of the work which had been done by the firm of Wood & Dialogue.

Q. You are aware that under the law, wherever repairs are called for in amount exceeding $3,000, a board must be constituted, commencing with certain line-officers and going through with a staff-officer and certain machinists of the yard where the repairs are to be done?—A. I am not aware of that.

Q. You say no such board was held in the case named?—A. Not to my knowledge.

Q. Would the records of the yard here show that any such board was ordered?—A. I presume there would be a record of it in the construction department, as the head of that department would naturally be on the board. The reason why I cannot answer your question distinctly is from the fact that I was confined to my particular department, as the captain of the yard, which was the equipment and recruiting department.

Q. Since your connection with this yard, has the Government had the facilities in labor and material to do the work of repairing upon the vessels named, the Quinnebaug, the Constitution, and the Mayflower?—A. If the old yard had not been sold, that yard would have had the facilities for doing the work on the vessels that you have mentioned.

Q. In the year 1873 did they not have the facilities to do it?—A. I was abroad at that time and was not connected with the yard. I had been abroad from 1870 to 1874.

Q. From your connection with the yard, I ask you your opinion as to the advantage or disadvantage to the Government in doing the work of rebuilding, building, or repairing by contract or having the same done at the yards under the control of the Government. In other words, is it to the advantage of the Government to have the building, rebuilding, and repairing done by contract, or should it be done at the navy-yards?—A. I have always been of the opinion that work should be done at a navy-yard, as it is generally done in a more substantial way.

Q. Is there any advantage in the selection of timber?—A. Yes, sir; I think that as a rule we are more particular in the selection of timber than outside parties would be.

Q. What would you say as to the motive and the interest or profit controlling one party or the other, the Government agents or the contractors?—A. Of course, contractors endeavor to make as much money as possible; that is, they are more careful of their own interest, and unlike Navy officers, whose duty it is to defend the interests of the Government.

Q. How does contract-work compare with the work done by the Government?—A. Their work is not as good, although there is a difference; some contractors will do their work better than others.

Q. Since your connection with the yard here, has any contractor been allowed to perform labor at the yard?—A. Yes; a contractor was allowed to bring his men in and work on the Quinnebaug for a long period of time. I could not say how long; I should judge about three or four months, probably.

Q. Was the Government engaged in any work on her at the same time?—A. No, sir; that is, no wood-work; the engines and the boilers were manufactured at the Philadelphia yard.

Q. Would you say that it was detrimental to the Government interests to have contractors perform their labor at the yard?—A. I think it gives rise to a good deal of confusion. The contractor's men work under the ten-hour system; navy-yard men work eight hours; and the introduction of men in a navy-yard not connected with it except by contract might lead to a great many irregularities.

Q. Does it not furnish an opportunity for thieving?—A. Yes, sir; we are unable to have the same control over them that we would over our men. I certainly am opposed to the comtract system in time of peace.

Q. Under whose orders were the contractors for the Quinnebaug allowed to occupy the yard?—A. It must have been under the orders of the Secretary of the Navy.

Q. I understand you to say that that was for the period of three or four months.—A. That was for the period of three or four months previous to the abandonment of the old yard. I could not state the precise time, because, as I have said before, in the position of captain of the yard, I had not access to all the official papers.

Q. During that time did they procure from the stock on hand materials belonging to the Government of the United States?—A. My impression is that they were allowed the material for the completion of that ship, as, to my knowledge, there was no material brought there by the contractors. I think it was a part of the contract, although I am not certain, that we should furnish the material. They were to do the labor.

Q. Who was your gate-keeper or detective?—A. A man named Mellick.

Q. Did you have any other person at the gate except him who was technically known as the gate-keeper?—A. The captain of the watch was there.

Q. What was his name?—A. We had two there; a man named Mitchell and a man named Wilson. In addition to that, we had a sergeant of marines with a sentry.

Q. What was his name?—A. They changed from time to time; one had been acting as sergeant whose name I have forgotten. They would very often make a new detail.

Q. Do you know at whose instance or request these watchmen were appointed?—A. Most of the watchmen, when I joined the Philadelphia navy-yard, had been selected from those who had served during the war in the Army or Navy. We had about twelve, with two captains of the watch.

Q. Since that time has there been any change made?—A. When the yard was removed to League Island they had a force of watchmen there, and we were limited, I think, to fifteen watchmen and two captains of the watch. There were then at that time twelve at League Island, and under that order it became necessary to reduce the force, retaining the best of them. Some of the discharged men were afterward employed in the various departments of the yard.

Q. Are you familiar with the form in which articles are passed out of the yard?—A. I am. The heads of the departments would always attach their names to the pass in going out of the gate. That would be presented at the gate to the detective, who would examine and ascertain if the articles corresponded with the pass. These passes would then be returned to the office of the captain of the yard, to his clerk. If he saw that there was anything irregular, it was his duty to show them at once to the captain of the yard; and they were always entered in a book kept especially for that purpose.

Q. Your position was captain of the yard?—A. Yes, sir.

Q. During the period that you held such a position were any reports made to you of attemps to pass illegally or improperly any articles out of the yard?—A. No, sir; not that I have any knowledge of.

Q. By whom was this gentlemen that you call Mellick appointed?—A. I found him there when I joined the yard. He had been appointed, as I understand, by the Secretary of the Navy.

Q. Do you know of any abuse about the yard during the time that you were connected with it?—A. During the time I was connected with it, and referring to that period when the yard was about being removed, I had some seven or eight men arrested for thieving.

Q. Were they employés in the yard?—A. Some of these men belonged to the contractors. I think nearly all of them did. They were laboring men. They were arrested by the watchmen under a general order that all persons taking property belonging to the Government should be arrested on the spot. Some of these men were afterward tried in the civil courts and convicted; and they got one or two months' imprisonment.

Q. They were the employés of the contractors?—A. There were some belonging to Mr. McKay, and I think one or two belonged to Mr. Rice.

PHILADELPHIA, *April* 13, 1876.

CLARK H. WELLS recalled.

The WITNESS. I should like to make one or two corrections in my testimony given a day or two ago. I am desirous of substituting the word "stores" instead of "cargo," with reference to the stowage of a vessel. And also another correction: in addition to those stationed at the main gate of the navy-yard in the nature of police, there was a marine officer, called the officer of the day.

By the CHAIRMAN:

Q. Do you know of any abuses about the yard since you have been connected with it?—A. I hardly understand you. I know that there are a good many things which could have

been improved upon. One is this: I would recommend the restoration of the old system of having the executive officer next to the ranking officer or commandant of the yard, with supervision over all the other departments.

Q. And with power to control and discipline?—A. Yes, sir; I think it would be better. In that way you would have a more thorough knowledge of what would be going on in the yard. The executive officer, instead of being captain of the yard, should be the next ranking officer to the commandant, as it was some time ago. I think it would be better for the interests of the Government to go back to the old system.

Q. I will ask you if, practically, each bureau of the Navy is not more or less, in its operation and superintendence, kept distinct in the management of the yard.—A. I think so. I think they are a little too independent of each other, and under the present system they are independent of the captain of the yard.

Q. I ask you specially if this is not an abuse, in your opinion; said opinion being founded upon your knowledge and experience: the appointment and selection of employés of all characters, classes, and description, made by heads of bureaus at Washington, or by the Secretary of the Navy, which employés are put into the yard by their independent action?—A. I think that the foremen and workmen should be selected by the head of the department in the yard, subject to the approval of the commandant.

Q. Is it not the fact that a great many of the employés of the yard are designated either by the head of the bureau or by the Secretary of the Navy?—A. I know that some have been appointed in that way.

Q. And they have gone to the extent, have they not, of designating the place that they shall occupy in the yard?—A. Yes, sir; in some instances.

Q. In the recent removal of property from the yard, state if, owing to the shortness of time in which it was allowed to be done, and the fact that the contractors who were engaged in the work of removing were also purchasers of property ordered to be sold by the Government, there was not an opportunity of very great abuse and fraud being perpetrated upon the Government.—A. The time, certainly, was very short for the removal of the yard; it was a good deal hurried. There was considerable property there that was sold at public sale about which I have my doubts very much whether any of it would have been of use to the Government; it would have been of very little use. I have my doubts whether it would have been worth while to transport it for any use to which it might have been applied thereafter.

Q. I am not now asking as to the propriety of the sale, but the fact was, that at least some of the contractors for the removal of property from the yard to League Island were also interested in the property that was sold, were they not?—A. I could not say that.

Q. I refer particularly to this fact: Was not Mr. Nathaniel McKay a contractor for the removal of property?—A. Yes, sir.

Q. Was he not interested in and actually the purchaser of some of the property that was condemned and sold by the Government?—A. Yes, sir.

Q. He was there removing his own property upon one hand and removing the property of the Government upon the other hand?—A. Yes, sir.

Q. And had his employés, at the same time, in the yard?—A. I do not think the material he bought there was of any use to the Government, so far as my knowledge went; now, whether he was influenced by any other consideration as a contractor, in buying material in a questionable way, I could not say.

Q. I am still not upon that point. The fact did, however, exist, that the contractor, McKay, who was also the purchaser McKay, was engaged at the same time in removing property under his contract with the Government and removing property under his purchase from the Government. He had his employés there at the yard at the same time, had he not?—A. Yes; he bought property at public sale as anybody else would have been allowed to do.

Q. McKay did not, however, haul one day for the Government and the next for himself, did he?—A. No, sir.

Q. Did he not haul or the employés under him haul at the same time alike for the Government and himself?—A. I could not say that of my personal knowledge.

Q. Was there not a great deal of confusion in the removal of that property?—A. There was a great deal of confusion incident to the number of men at work and the time.

Q. They necessarily had to employ a large number of men owing to the shortness of the time?—A. Yes, sir.

Q. I will ask you if constant repeated complaints were not made to the commanding officer of the wanton destruction of property and of the unlawful removal of property?—A. I had heard that property had been injured in the removal of it, but whether those reports were, as you have stated, to the commandant, I do not know anything about. There necessarily was some material injured in the tearing down and in the removal thereof.

Q. Do you know of any complaint being made that property was unlawfully taken away from the yard?—A. There was property stolen by men as I have mentioned in my prior examination.

Q. You were upon two or three boards, were you not, which investigated these facts?—A. Yes; I have reference now particularly to the cases of men whom I had arrested for thieving, but there was *property belonging to the* Government in the steam-engineering de-

partment which disappeared. I was appointed with Captain Cromwell and Assistant Engineer Rowbotham to investigate it by order of the commandant I have a report of an investigation regarding the theft of some pipes and composition boxes, &c., belonging to the steam-engineering department based upon a report by Engineer Newell. Myself, Commander Cromwell, and Assistant Engineer Rowbotham were on that board. The order of the commodore to investigate it was dated October 6, 1875. We examined quite a number of the officers, taking their written testimony. In addition to that testimony quite a number of shops on the outside were visited for the purpose of identifying and recovering this property, but we failed to obtain even a clew to it.

Q. Were you one of the parties who went to investigate what had been stolen at Queen street wharf?—A. No, sir; I sent Mr. Rowbotham up there, and I think I also requested Chief Engineer Newell to investigate it.

Q. Why did you allow those men to be stopped from going into that warehouse?—A. I never heard that they were stopped. I heard that they were obstructed; that there was fault found by Mr. Reynolds with their going into that shop for the purpose of examining it.

Q. Why did you submit to their being obstructed?—A. I never heard that they had been prevented from going in there. They did go in there, as near as I can remember from what Mr. Rowbotham told me. They went to Mr. Roach's, and went to several other yards. This report of that board was dated November 16. It sat for a number of days taking testimony. I desire to state in relation to that matter that these steam-pipes were lying in an exposed part of the yard where there was other material belonging to the steam-engineering; though, if there had been even ordinary care on the part of the officers belonging to the steam-engineering department, I do not see how it is possible that that material could have been removed from the yard. Those pipes were made of copper.

By Mr. BURLEIGH:

Q. How long were they?—A. I judge they were 15 or 20 feet long and about a foot in diameter. I saw them several times.

Q. Were they removed in day-light?—A. We never could find out. We heard that they had been loaded in one of John Roach's wagons and then the property was identified by some workmen there, and it was unloaded and afterward disappeared.

Q. Was it lying loose?—A. It was lying exposed.

Q. For how long?—A. I do not remember. There was a great deal of old material there, and the yard was a small one, and a good deal of it was piled up and could not be put away.

Q. That had been lying for how long?—A. For some months I should judge. I could not say exactly how long it had been at the yard.

Q. What was that copper worth?—A. I believe copper sells at 30 or 40 cents a pound. I am not certain. I think they valued the property at about $1,000.

Q. And nobody knew anything about it?—A. No, sir; I personally superintended the removal of the stores in the equipment department, which were valued at between seven and eight hundred thousand dollars, and nothing was lost during the removal.

By the CHAIRMAN:

Q. I desire to call your attention right here to a statement that purports to be a part of the statement of William P. Reynolds. It is in these words: "Since I came to think of it, I believe there was and is still an understanding between the firm of Seyfert, McManus & Co. and Mr. McKay, by which we are to share alike the profits and loss in the purchase of material from certain departments of the United States Navy not limited to this yard." Do you remember that Mr. Reynolds made any such statement?—A. That was his statement in the course of that investigation.

Q. Did you swear him?—A. I do not think we were allowed to swear a witness.

Q. Was there any other investigation made?—A. Yes, sir; I was also one of a board with Chief Engineer Newell and Civil Engineer Stratton to inquire into the circumstances mentioned in the report of Mr. W. L. Room, former mason, in relation to articles purported to have been taken by Mr. Reynolds. Our report was as follows:

"PHILADELPHIA, *December* 27, 1875.

"Commodore PREBLE:

"SIR: In compliance with your order of 18th instant to inquire into the circumstances attending the loss of property as stated in the report of W. L. Room, former mason of yards and docks, we respectfully make the following report which is based on a personal investigation of the two new warehouses outside of the yard by two members of the board, Chief Engineer Newell, and Civil Engineer Stratton, and who found belonging to yards and docks taken there by Mr. Reynolds one lot of cast iron, part of capstan weighing about 1,000 pounds, and one lot of bolts, but could not form an accurate idea of the weight; it might have been a few hundred pounds, or might have been 1,000 pounds. The storehouses referred to contained other property which Mr. Reynolds had purchased at the yard belonging to other departments, but nothing else was discovered which belonged to the Government. We would recommend that the property belonging to yards and docks heretofore mentioned should be returned by Mr. Reynolds to League Island at his own ex

That was done by Mr. Reynolds after he had been notified of the fact.

Q. Were there any other investigations made?—A. In addition to that I discovered lying in one of the lighters which was being loaded with material purchased by Mr. Reynolds, part of an anchor-stock belonging to the equipment department, which I recovered, informing him that that property belonged to the Equipment Bureau. In addition to that I recollect of having taken from one of his scows a small chain which belonged to the equipment department.

Q. Have you knowledge of any further unlawful removal of property during that time?—A. No, sir; I think not.

By Mr. BURLEIGH:

Q. Is this Mr. Reynolds the same man who had charge of the removal of iron, and who represented Seyfert & McManus when the iron was being removed to clear up the yard in the night-time?—A. He is said to have represented Seyfert & McManus, but I have been under the impression, however, that he was employed by Mr. McKay.

Q. Was he at the yard at the time of the delivery of this iron in the night-time, to your knowledge?—I mean when they were cleaning up the yard at the wind-up?—A. He was about there a good deal up to the very day that we abandoned the yard, off and on.

Q. You do not know whether he was there by night or not?—A. He might have been there after dark, as McKay and others were.

Q. Was he there by day?—A. He was there a good deal during the day.

Q. And looked after the removal of iron?—A. Yes, sir.

Q. You were not there of a night?—A. I was there very often after dark, and down early in the morning.

Q. Did you see him and McKay there after dark?—A. No, sir; I have no recollection of seeing him there after dark. The quarters where the officers formerly lived were torn down, and when I would leave at night I would inform the officer of the day, and issue additional instructions to the police force.

Q. Then you were not there by night, so that you do not know much about the manner of removing material from the yard in the evening?—A. I am pretty certain that no material was removed from there during the night, but lighters were loaded up toward the latter part of the time.

Q. You do not know that no lighters were removed from there during the night?—A. I know that from the watchmen and from the captains of the watch, who were reliable men.

Q. You know they were loaded during the night?—A. Yes, sir, toward the latter part. The lighters were kept there, and then towed away in the morning.

Q. Was there no moon during those nights?—A. It occurred in the months of November and December.

Q. Did your watchmen inform you who was looking after the delivery of this material?—A. The system was this: when a lighter would have any valuable material on board, the watchmen would be specially instructed to look out for it, and some of the departments, particularly the steam-engineering, would put a man belonging to the department on board of that lighter in addition to the watchman.

Q. Were you in charge of the yard at that time?—A. I was in charge of the yard in this way: after Commodore Preble's quarters had been torn down, with mine, he moved up to Broad street, and I was obliged, under his orders, to attend to all the duty in the yard, and if there was anything of importance to refer it to him: that is, any correspondence with the bureau or the Secretary of the Navy. Orders must come through him, or be made by him.

Q. Do you know who had charge of the delivery of this iron to Seyfert & McManus, and that going to the navy-yard at the same time during the night while it was being removed?—A. I do not recollect of any article having been removed from the navy-yard at night; that is, late at night.

Q. I do not mean from the navy-yard, but from the place where it was piled to the wharf; either from the store-shed, or wherever the iron was piled up. Have you any knowledge of its being removed from the pile in the yard to the wharf in the night?—A. No, sir; there was material removed after dark on board lighters by McKay and Reynolds's men, McKay's men particularly.

Q. Have you any knowledge of the removing of any iron in the night-time from the place where it was piled, to the wharf, by McKay's men or Reynolds's men, or any one else?—A. It must have been removed in that way by night by them.

Q. Have you any knowledge of its being moved?—A. I must have had a knowledge, because they worked after dark.

Q. Who was there, after dark, as a Government officer, to look after the removal of that iron, to see that it did not go to the wrong place?—A. Most of the officers left after dark.

Q. Who was left to superintend the removal of that iron from the place where it was piled to the wharf?—A. The order was to allow the contractor's men every facility in the removal of material. Consequently, they worked after dark, but there was a general supervision kept over them by the officers of the yard up to that time and sometimes after dark. I very often remained there after dark.

Q. After dark, who then remained if you went away?—A. I could not say that at night any officers remained there any further than the captain of the watch and the watchmen.

Q. I understand you to say, then, that after dark the contractors had the charge of removing the material from the yard without the supervision of any officer?—A. They had the charge of the removal of the material for which they had contracted, but not any other article.

Q. If, as we understand you, they were removing that iron, and part of it was to go to the Government at League Island and a part of it to Sevfert & McManus, and the iron laid in one store-house, who was there, on the part of the Government, to point out what iron was to go to League Island and what part of it was to go to Seyfert & McManus?—A. I presume that the head of the bureau to which the material belonged would point out the material to be removed and designate what material was to be put in the lighters and to be taken away.

Q. I understood you to say that the officers of the yard had left previous to that time of night?—A. Yes, sir. I could not say whether any officers remained late at night or not.

Q. Whose duty was it to see that officers remained there late at night to look after the removal of this stuff?—A. I had no orders to remain there after dark. I remained there as late as I could.

Q. Whose duty was it, according to the rules of the service, to see that officers superintended the removal of Government property when the property of individuals was to be removed at the same time?—A. I think it was the duty of the commodore to have issued a special order on that point, requiring the officers to be there all the time, day and night, but there were no quarters for officers at night.

Q. From your knowledge of the removal of the material of the navy-yard, toward the final closing up of the moving, would you state that it was done in a manner conducive to the interests of the Government?—A. I think it would have been better for the interests of the Government if there had been more time for the removal of the property.

Q. Why?—A. If they had been given more time, they would have, necessarily, exercised more care; it would have been done by a certain time, and, although it might have cost more to the Government. I think, from my experience, it would have been better if the yard had been moved by the Government employés.

Q. I understand you were the executive officer of the yard?—A. No, sir; not the executive officer. I was the captain of the yard.

Q. Does not your duty require you, if anything is going wrong in the yard, to report to the commandant of the yard?—A. Yes, sir, always; anything of an irregular character. I never failed so to do.

Q. Do you or do you not know that iron from the same pile was taken out of the shed, part of which went to League Island and part of which was sold, as old iron, to Seyfert & McManus?—A. No, sir; I do not. If I had known that. I should have reported it at once and stopped it.

Q. Did you or did you not know that composition-metal was being removed from the yard in scows and mixed up with iron without being weighed?—A. No. sir.

Q. Have you learned since that such was the fact?—A. I knew that bars of copper were removed in lighters and taken to League Island.

Q. Do you not know that they were taken to the store-house of Seyfert & McManus?—A. No, sir; if I had known that I would have reported it and stopped it.

Q. Did you take any steps to find out whether such things had been done after the newspapers had reported it?—A. I did everything that was in the power of an officer to do. I was on my feet there from early in the morning until after dark in every part of the yard doing all I could to protect the interests of the Government.

Q. You say that you knew that certain gentlemen were sent from the yard to see if material that had been bought was in that store-house? You knew of that?—A. Mr. Reynolds had bought property at public sale, and he carried material into that store-house.

Q. And it was reported to you that he had property there that he did not buy at public sale?—A. There was a report made by this former mason, and upon that the commodore ordered the board. The report was made to him. At that time Commodore Preble was there.

Q. Do you know anything about that report?—A. It went through Commodore Preble. I was one of the board for the investigation of it.

Q. Do you not know that these men were refused admittance to see whether the Government had any property there or not?—A. I heard Mr. Rowbotham say that Reynolds had prevented him, or tried to prevent him, from going into that yard.

Q. Do you not know that he did succeed in preventing him?—A. I am not certain of that.

Q. Was it not your duty as captain of the yard, when you knew that he had been prevented from going into that building, to have reported it?—A. If he had reported that to me I would have taken steps to have visited that yard by due process of law, as it was out of the jurisdiction of the navy-yard, but I have no recollection of any report of that kind having been made to me except by hearsay.

Q. Did you state that you were on the board to investigate it?—A. Certainly.

Q. Do you not know that it was a fact that they were obstructed and were not allowed to go into that store-house to see?—A. Yes, sir; I have heard that since. Mr. Rowbotham was on the board with me.

Q. Why did you not know of it at that time? Who attended to the duty of the board? Why did you not know whether you could get into it or not?—A. If I had known at the time that that material was there, I should certainly have gone.

Q. If you were on the board, as you say you were, why did you not go into the store-house and find out?—A. Because Mr. Rowbotham and one other officer went. It is not usual for the whole board to go and investigate a place. One or two of the members would be sufficient.

Q. I understand that two of them went, and the other did not see fit to inquire the result of their investigation. Is that what you mean?—A. No, sir; I do not.

Q. Was there laxity here in the officers of the yard in doing this work?—A. I felt just as much interested in the investigation of that theft as they were, and probably more, from the fact that there was more responsibility resting upon me as a line-officer of the yard.

Q. But where is the evidence of that fact?—A. The evidence is in this elaborate investigation.

Q. The evidence is that your board went there and was refused admittance by a clerk, and the thing dropped. That is the evidence. That is to the best of your knowledge, is it not?—A. I took the trouble to inquire into anything in which the Government had been defrauded.

Q. The report was made to you that there was Government property in the store-house, and you were on the board to investigate that matter, whether it was there or not. You, the superior officer of that board, learned that you were obstructed in going into that store-house, and you could not ascertain whether there was any Government property illegally in there or not. What excuse do you present here or anywhere else for not taking measures to find out whether that property was there or not?—A. I was not perfectly certain that there was any property in that store-house, except from hearsay. If I had been certain, I certainly would have gone there myself.

Q. What was the board chosen for?—A. To investigate the loss of this property and all the circumstances connected with it.

Q. Was it not suspicious when you could not go into the store-house to ascertain whether that property was there?—A. I should think it was very suspicious.

Q. Should not you as a zealous officer have prosecuted that investigation?—A. I have never had my zeal questioned before since I have been in the Navy, and you will find that my record in the Navy is such that my integrity as an officer has never been questioned.

By Mr. JONES:

Q. What report did Mr. Rowbotham and this other gentleman who went over there make when they came back to you?—A. I have here Mr. Rowbotham's statement. He was one of the board, but he gave testimony in relation to the matter as well as others.

Q. Is that the report of the board or only of Mr. Rowbotham?—A. This is the report to the board by him:

"Wm. ROWBOTHAM, assistant engineer United States Navy.

"Q. (By the BOARD.) Tell all you know about articles that are mentioned as missing from the engineer's department.—A. The brasses and stuffing-boxes I have no knowledge of having seen, but the two pipe-bends spoken of I saw lying in front of the machinery-shed on that part of the yard known as the new purchase. I do not remember the exact date, but I believe it was as late as the latter part of September, and I missed them from that place on the 18th of October. The pieces missing being too large for any person to carry out of the yard, I arrived at the conclusion that they were taken out of the yard by some one or more of the many wagons that were employed by purchasers of material in the yard or by some one or more of the teams employed by contractors in removing stores, buildings, machinery, &c., from the yard to League Island. In conformity with instructions of the board I have visited Messrs. Seyfert, McManus & Co., in company with the directors of the yard, and was informed that nothing but iron had been delivered to them. They took the delivery of the material at the different railway depots and warehouses in the city from which they were to be shipped to different parts of the country, Reading, New York, and other points. But among their invoices there is nothing of the nature of brass or copper, and Mr. McKay, contractor, denies having sent any of the material of the above description to League Island."

By Mr. BURLEIGH:

Q. Is that all that is said in regard to visiting that store-house?—A. Yes, sir; so far as I know. I will look through the testimony and see. If there was any time in which I ever did exercise more vigilance than ever, it was in the removal of that yard.

Q. Would it have been detrimental in any way if the Government had commenced moving its departments at an earlier period, either by their own employés or by contract, so as to have avoided so much confusion?—A. I think myself that it would have been to the interest of the Government to have taken a larger time to remove the material.

Q. I ask you, was there anything, in your opinion, on the part of the Government to prevent it from having done that?—A. Well, that I do not know.

Q. Was there any necessity in the public service requiring such haste in the removal of that property? In other words, could not the Government have postponed the sale for four or six months so as to have allowed plenty of time without any confusion in the removal of the property?—A. Yes, sir; I think so. I think it would have been better. I do not know anything further than that they wanted, I presume, to build up League Island navy-yard as soon as possible.

By Mr. JONES:

Q. Could they not have commenced to remove this material six months sooner than they did? What was going on in the yard that would have prevented it?—A. I do not know that. It was done by the Navy Department.

Q. Why could they not have commenced on the 1st of July or the 1st of August?—A. I think myself it would have been better if they had commenced earlier. We had been removing material, but not to any great extent. For instance, we had removed the anchors and chains some time before.

By the CHAIRMAN:

Q. In the hurry and confusion incident to the removal, state whether, in your opinion, there was not great loss to the Government.?—A. I do not think there was great loss. I think there was some considerable loss. I looked upon that as incidental to the moving of an establishment of that kind. There must necessarily be some loss in such cases.

By Mr. BURLEIGH:

Q. Supposing you learned that there were three or four lighter loads of composition or metal removed from the yard without being weighed, what would you think of that?—A. Material was moved to the scows without being weighed.

Q. And from the scows to some other part of the city rather than to League Island?—A. No, sir; taken to League Island. I have no knowledge of the other matter.

By the CHAIRMAN:

Q. Are you enabled to state to what extent repairs have been made on any vessel of the United States here within the last three or four years?—A. For the last three or four years I happened to be abroad. I was off in 1870 on a foreign cruise until January, 1874.

Q. What time did you come on duty here?—A. In October, 1874.

Q. Since that time to what extent has repairing been done at the Philadelphia navy-yard or at League Island?—A. The Quinnebaug was rebuilt, but she was pretty well under way when I joined the yard.

Q. The Quinnebaug is now in the hands of a contractor, is she not?—A. Yes, sir: to finish her.

Q. Have there been any other vessels repaired to a very large extent?—A. In addition to that the Constitution is now over at Wood & Dialogue's being finished.

Q. Were there any very extensive repairs done to her at the yard?—A. They planked her up. We made some of her masts in the rough, which are now down at League Island. They want banding. We made some of her rigging and sails.

Q. State if the contractors at work on the Quinnebaug and Constitution got their material from the navy-yard?—A. Yes, sir; it was furnished them from the navy-yard. The Government furnishes the material and they do the work.

Q. I am reaching this point: Inasmuch as it seems to have been the policy of the Navy Department to put into the hands of Messrs. Roach, Cramp & Son, Neafie & Levy, Wood & Dialogue, and others, the repair of vessels, what use is there to the Government in maintaining a navy-yard at this point? If that policy of the Navy Departmenti s to continue, is it not better that the Government should cease its connection with this navy-yard?—A. I have always taken the ground that the Government should do its own work at its navy-yards.

Q. But if it fails to do that ought it not to sell out its navy-yards?—A. It ought not to employ contractors to do any work of the Government.

Q. I say if it fails, ought it not then to sell out its navy-yard?—A. I should be very sorry to see our navy-yard closed up and the work given to contractors.

Q. I ask you if this matter of employing outside contractors is pursued, is it not then the policy of the Government to cease its connection with the navy-yard?—A. I do not think it is to the interest of the Government to have its work done by contractors.

Q. If the Government maintains a navy-yard, of course it must be at an expense to the Government?—A. It necessarily would be.

Q. Being an expense to the Government if it does not do any work at it, but gets the work done outside, it ought to stop that expense, ought it not?—A. O, if they are not going to do any work at all in a navy-yard, I should close it up for the time being at any rate.

Q. You are in command now at League Island?—A. Yes, sir.

Q. Is the Government there in its workshops, docks, &c., prepared to build and to make extensive repairs upon vessels?—A. There has been nothing done at that navy-yard excep,

building, and that building ceased before I took command of the yard. No ship has been fitted out there. We have no facilities for that at the present time.

Q. State whether there is any necessity for the accumulation of supplies, materials, stores, &c., at League Island?—A. I should say that it is just as well to have a few stores there until the yard becomes a navy-yard in every sense of the word. I would only have a few stores there. There are not a great many. Occasionally vessels of war come here to be supplied. For instance, the receiving-ship Potomac gets her stores from us, and now and then we have a man-of-war up here, but the stores down there amount to but very little. There is considerable machinery there which will be used when they finish their building, which is in an incomplete condition at the present time.

Q. Is there any necessity for the accumulation of a large quantity of white-oak timber?—A. White-oak timber is an article which is scarce, I believe. It has been the policy of the Government to collect that whenever they could get hold of it.

Q. Your means of storing it are good, are they?—A. Yes, sir; they are good at League Island.

Q. Is that so as to lumber?—A. Yes, sir.

Q. You have plenty of ship-houses and timber-sheds?—A. We have one ship-house where we can stow a good deal, and we could build temporary sheds, but there is not much timber there, except that which is in a sort of crib-dock, and a good deal of that had been brought down from the old yard.

Q. In your opinion, how much money will it take to make League Island a complete navy-yard, well appointed and well protected?—A. That would be very difficult now for me to answer. It would depend very much on the number of buildings and docks that they would construct, the dredging of the back channel, &c.

By Mr. BURLEIGH:

Q. They would have to build a sea-wall?—A. Yes, sir; we have one now which answers the purpose.

Q. Would they not have to raise the island?—A. Yes, sir.

Q. How much?—A. About 4 feet.

Q. How large is it?—A. We have about 420 acres of land.

Q. Do you mean to say that that 420 acres of land would want to be raised 4 feet on an average?—A. Twenty-eight acres have already been filled in about 4 or 5 feet.

Q. Does the rest of it require as much filling as that?—A. Yes, sir; it will require piling; that is, for the erection of buildings. But when I say it is 420 acres, I mean that we have that much earth. A good deal will have to be filled in to reclaim it, and in all I think the island will contain when finished about 950 acres.

Q. You would have to go below high-water mark to reclaim?—A. Yes, sir.

Q. And then you would want to raise that 4 feet. Have you ever gone into a calculation to see how much earth it would take to build a sea-wall around 900 acres, and raise it 4 feet?—A. I think I have it down at the navy-yard.

Q. I suppose the land would not amount to much compared with the cost of doing that?—A. Now, with all due deference to the opinions of the committee about League Island, although I was opposed and always have been to the removal of this yard, and was considerably prejudiced against League Island, yet I have no doubt in the world that that can be made a fine navy-yard, provided you spend money enough there to do it.

Q. Do you know of any persons connected with the Government, officers or employés, who have received any presents from parties outside who were contractors, or parties dealing with the Government—I mean money or anything else?—A. As far as I am personally concerned, I say no; that I never have been approached, directly or indirectly, by any man, in the way of a present or remuneration or commission. If any man had ever approached me with any intention of that kind I would have reported him at once. During my whole naval career no man ever attempted that with me.

Q. The question is not as to yourself; but do you know of any one who has been so approached?—A. The only thing I know is that about the time of the launch there of the Antietam, or the Quinnebaug, an officer there received a present of a few bottles of wine from Mr. McKay.

Q. Who was he?—A. Lieutenant Reeder. When he mentioned that fact to me, I told him that he should not have accepted it, because, although there might not be anything in it, yet it might give rise to a misconstruction; that he could not be too careful in his intercourse with contractors. He wanted to return them, but then thought that Mr. McKay would take offense. This was when he first came there, and was about the time of the launch of the Quinnebaug or Antietam.

Q. What connection did Lieutenant Reeder have with the navy-yard at that time?—A. He was with me as my assistant in the executive department. He is my son-in-law, and lives with me. It was a thoughtless thing on his part.

Q. Do you know of any other instance in the case of any clerk or employé of the yard?—A. No, sir.

Q. Have you any information on that point?—A. No, sir; if I had I would have ferreted it out. Reeder seemed to be very much worried about that matter. It was a thought-

less thing, but he was young and inexperienced, and felt a delicacy in returning a thing which had been given to him.

Q. Do you know anything about the relations of Mr. Hartt and Mr. McKay?—A. Not any further than that I noticed that there was a degree of intimacy between them.

Q. Did they board at the same house?—A. I understood so. I never have been there.

Q. They are friendly or constantly together, are they not?—A. I have heard so. I do not go into the heart of the city much; but I have seen them together. I saw them together to-day. What their relations are I do not know. I have never been intimate with either.

Q. Do you know anything further that is material to this investigation? if so, state what it is.—A. I have no hesitation in saying that in my official intercourse with Mr. McKay, I believe that he is this kind of a man: that he would consult his own interests very much: but whether he has ever been guilty of any fraudulent or dishonest act, I could not say of my personal knowledge. I was obliged on one occasion to stop him from carrying on work under a contract. Mr. McKay had a contract for the removal of the remaining timber belonging to the construction department. It was a contract made by order of the bureau by Commodore Preble. I think the amount was $21,300. When Commodore Preble showed me that contract I expressed my surprise that so large an amount should have been awarded to Mr. McKay for the removal of this material; that I did not think it was worth it.

Q. Do you mean that the material was not worth that sum?—A. It was not worth that sum for the removal of it. I asked the commodore if he would come down to the navy-yard and take a look at it himself. He did not come that day. The next day I walked over the yard, and saw what there was left of that material. I was accompanied by young Mr. Rice. Says I, "What would you undertake to do this for?" He said he would undertake it, and be very glad to have the job, for $10,000. I said, "Will you authorize me to state that to the commodore?" He said he would, and I wrote at once to the commodore and sent it by messenger. The commodore then telegraphed to the bureau, and wrote. An order of the bureau came to annul the contract with McKay. In the mean time McKay had been going on removing material. I had orders from Commodore Preble to notify McKay of the order of the bureau, which I did in writing, and I think I notified Mr. Hartt also. The next morning, when I went down to the yard, to my astonishment I heard that Mr. McKay was going on removing this material, notwithstanding this order, which he acknowledged to have received the day before. That was in the afternoon or evening. I asked him if he had received the order, and he said yes. I met him down at the lower end of the navy-yard. I said to him, "Your orders from the commodore were to stop moving this material: your contract has been annulled." He said he would not stop. I said, "You must stop; you must stop instantly." Then he said he would not stop. I repeated the order, I think, the third time, in the presence of Mr. Newell and somebody else.

By Mr. BURLEIGH:

Q. What was his reply?—A. He said, "I will not stop."

Q. Did he put any other condition to it? Did he make any other remarks?—A. No; he put at defiance all military authority of mine.

Q. Did he not say that he would not stop for a Government officer?—A. He did not say for a Government officer; he said he would not stop. Then he said afterward, if I would give him half an hour or an hour, so that he could discharge his teams or unload those he had already there, that he would stop. He asked for that extension. I told him no; that he must stop instantly. He then walked off. I then sent for the officer of the day and the captain of the watch, to instruct the watchmen not to allow any of the working parties of Mr. McKay to go on with the work, until they received further instructions. I gave the same orders to the marine officer also, to instruct the sentries; and with the view of carrying out my orders I authorized the marine officer to put two additional marines over the working parties of Mr. McKay, in order, as I have said before, that these orders of mine should be carried out to the very letter of the law. That is the force which I resorted to, which has been so magnified in the papers as having been used to prevent McKay from working.

Q. Did Mr. McKay, at this time, make any threat to you that he would do anything to you?—A. No, sir.

Q. Did he intimate to you or any one else that he would have them removed?—A. I have heard a great many things that have been said.

Q. I mean of your own knowledge.—A. I have heard of reports in circulation. I do not know who told me, but it was the current report that he had been gunning for the wrong man, to make use of his expression; that instead of having had Commodore Preble displaced, I was to have been the one, and that a mistake had been made. Whether he said so or not, I do not know and I do not care.

By the CHAIRMAN:

Q. He was stopped?—A. There is no doubt about that.

Q. State if, within a few days thereafter, you were not on a board organized by Commodore Preble to ascertain the value of the labor performed by Mr. McKay.—A. Yes, sir; Mr. Rice's offer of $10,000 was forwarded December 14, 1875, to Washington in the same mail

with the provisional contract with Mr. McKay for the removal of the remaining material belonging to the construction department, to which a reply was received by telegram the next day, the 15th, for Commodore George Preble to use his discretion in annulling the contract with McKay and awarding it to the lowest bidder, who was Mr. Rice, subject to the approval of the bureau. That was done by annulling Mr. McKay's contract by 2.30 p. m. the same day, and forwarding Rice's contract by the evening mail to Washington. The following day, the 16th, a telegram was received from the bureau to give the contract to McKay, if he would agree to the same terms as Mr. Rice. Mr. McKay then agreed in a written contract to perform the work for the sum of $10,000; that is, to remove the remaining material and buildings of the construction department. That is the work for which he wanted $21,300.

By Mr. BURLEIGH:

Q. McKay went to work on that contract?—A. Yes, sir; until I stopped him. McKay's contract is as follows:

"SIR: I will agree to remove the balance of the material belonging to the construction department, now in the Philadelphia navy-yard, to League Island, and place it at such places as may be designated, furnishing all labor, teams, and lighters, (the Government to furnish the towing,) for the sum of $10,000, and will further agree to have the removal completed on or before January 1, 1876. This is intended to cover all property now in the Philadelphia navy-yard belonging to the construction department which does not pass with the sale of the yard, which the Government places at my disposal to remove."

After he had made that contract, it was given to him by order of the bureau. There was then a board ordered by Commodore Preble to ascertain how much of that material had been removed by him previous to the annulling of his contract, with a view of paying him pro rata. The order to the board is as follows:

"COMMANDANT'S OFFICE, UNITED STATES NAVY-YARD,
"*League Island, December* 17, 1875.

"GENTLEMEN: You will please examine and ascertain what material belonging to the construction department was removed by Nathaniel McKay, under his contract of December 14, which was subject to the approval of the bureau, until he was stopped by the non-approval of the bureau December 15. You will specifically state, as near as may be, how much and what proportion of the material was moved by him under each specification of his offer and placed, as agreed, at League Island, in order that a fair and equitable adjustment of his claim under that contract may be arrived at. A copy of his offer is inclosed.

"Respectfully,

"GEORGE H. PREBLE,
"*Commodore, Commandant.*

"Capt. C. H. WELLS.
"Naval Constructor EDWARD HARTT.
"Assistant Naval Constructor JOHN B. HOOVER."

I was one of the board, and as I had differed with the two other members, Mr. Hartt and Mr. Hoover, I was necessarily obliged to make a minority report. That minority report is as follows:

"SIR: In compliance with your order of December 17, 1875, I herewith transmit to you the report of the board, to determine what material belonging to the construction department had been removed by Mr. McKay, under his contract of December 14, which was subject to the approval of the bureau. The report signed by Naval Constructor Edward Hartt and Assistant Naval Constructor Hoover is of so opposite a character that I could not, consistently with my views of the matter, sign it, and consequently was obliged to make a minority report. The last paragraph in the report of Naval Constructor Edward Hartt and Assistant Naval Constructor Hoover, they inform me, as far as they are concerned, answers your indorsement on the letter addressed to you December 20, 1875, by Naval Constructor Edward Hartt, but which I could not concur in, for the reason that Mr. McKay, to the best of my knowledge and belief, did not remove any material of the construction department to League Island up to the time that he was ordered to stop, Wednesday, December 15, about 4 p. m., under his proposal of December 14, not approved by the bureau. I beg leave, also, to make the following statement in connection with this matter, which is derived from information obtained from you, Naval Constructor Edward Hartt, Lieutenant Lisle, and daily reports of construction copied from log-book, and from my personal knowledge. The Bureau of Construction's letter, received on the 12th instant by Commodore Preble and copied by Naval Constructor Edward Hartt the 13th, who came to the office of the commodore and was told by him to take it home, and who said he would take twenty-four hours to consider. Mr. McKay's proposal was submitted December 14, and accepted by him the afternoon of the same day, in the commandant's office, South Broad street, subject to the approval of the bureau, which was about 3 p. m. The naval constructor, Edward Hartt, states that, on *Monday, the 13th instant*, Mr. McKay commenced moving material

under the verbal permission of Commodore Preble. He also stated that his department, construction, ceased work on Monday evening of the 13th instant, and that for an hour or so, his men (construction) were employed with McKay's, but is not positive; it might be so. By referring to the log-book of the navy-yard, containing a copy of the labor report, furnished to this office by the construction department, it was ascertained that, on Monday, December 13 1874, there were employed by the construction department $13\frac{7}{16}$ teams, and $168\frac{3}{16}$ laborers; and on the next day, Tuesday, December 14, there were employed as per log-book, 15 teams and $176\frac{0}{16}$ laborers. Lieutenant Lisle states in an official letter to me, dated December 14, 1875, that on Wednesday, the 15th instant, he had been told by Assistant Naval Constructor Hoover that the construction laborers under Mr. Ford had been engaged in placing timber on a lighter on Tuesday, the 14th instant. This establishes the fact, in my opinion, that for Monday, December 13, Tuesday, December 14, up to at least 4 p. m., [at which time Mr. McKay had been authorized by Commodore Preble to proceed with the work, subject to the approval of the bureau,] very little, if any, of the work of removing material could have been done by him, and that at least one-third of the material had been moved by the construction men employed by the Government on Monday, December 13, and Tuesday, December 14. On Wednesday, December 15, he (McKay) had been notified by the commodore, in his official letter to Naval Constructor Edward Hartt, that his proposal had been annulled, and that he should stop work, which he (McKay) acknowledged having received at about 3.40 p. m. on that day, December 15; consequently he is only entitled to receive pay from the time that he commenced work—on the morning of that day, December 15—to 3.40 p. m., when he should have stopped by the commodore's order, making about ten hours' work. This embraces the time in your letter of December 17, for which the accompanying estimate is made. In closing, I desire to mention that Mr. McKay declined to comply with my request to furnish me with the number of men and teams employed by him on Tuesday, December 14, and Wednesday, December 15, 1875."

I now refer to part of another letter addressed to Commodore Preble, in relation to the quantity of timber which McKay had removed:

"Mr. McKay's proposal to remove all material of construction was for $21,300, and my estimate is made under the different headings and computed pro rata; and I consider the sum $1,912 fair and equitable. Of course, the work he did until your order to stop was carried out, Thursday, December 16, at about 11.30 a. m., is not included in this estimate, and which work he did on his own responsibility, and against your order of Wednesday, December 15, which he (McKay) received at 4 p. m. on that day, but disregarded."

By Mr. JONES:

Q. He did it after you had the offer to remove it for the $10,000?—A. Yes, sir; but this award for the work which he had done previous to the annulling of that contract was pro rata. I went over it carefully with others, and ascertained how much material had been removed previous to the annulling of that contract. Then, when Mr. Rice offered to remove it for $10,000, McKay said he would do it for that amount.

Q. Was that before McKay commenced?—A. No, sir; that was the day he commenced.

By the CHAIRMAN:

Q. How much was the award made by Hartt and Hoover?—A. They awarded the whole amount. We differed so widely from each other that I had to make a minority report.

By Mr. BURLEIGH:

Q. Do I understand you to say that none of the material was removed from the yard at the time the notice came to change the contract?—A. He had been removing timber. I think McKay claimed to have removed one or two of the lighters down to League Island with timber, but I am not certain about that.

By the CHAIRMAN:

Q. At the time you went around with Mr. Rice and he proposed to do it for $10,000, had Mr. McKay then removed a particle of the property?—A. Yes, sir; he had removed it down to the wharf and laid it by some of the scows.

Q. Then if that is so, your log-book is not worth anything. Mr. Rice made his proposal upon the 14th of December, did he not?—A. I will tell you where the mistake was made. It was made by Commodore Preble in awarding that contract to Mr. McKay, based a great deal on the report of Mr. Hartt, of the Construction Bureau, without going down theret and ascertaining the kind of material which was there. I expressed my surprise to the commodore that so large an amount should be given. If he had taken my advice, as I thought he would, a great deal of this trouble would have been spared which occurred afterward in reference to this particular contract.

Q. If I understood your statement correctly, you knew, in fact, that McKay's proposal was $21,300; you went with Rice over the ground, and upon ascertaining that he would do the work for such a price, as has been named, you reported the fact to Commodore Preble; he immediately thereafter telegraphed to Washington City, and from Washington City the head of the bureau telegraphed back to Commodore Preble, annulling the contract?—A. *Yes, sir.*

Q. That telegram did not come, however, until the next day.—A. That I do not know. I cannot answer in regard to dates. The commodore was no doubt influenced by Mr. Hartt a good deal in his estimate of the quantity of the timber, because it was in his department, and the commodore had not been down in the navy-yard much at that time.

Q. At the time Rice made his proposal to you in the yard, when you and he went down there looking at the things that were to be done, had a single particle of that property been removed?—A. Yes, sir.

The CHAIRMAN. Then Mr. Rice was making the proposition upon a different state of facts from McKay?

The WITNESS. Mr. Rice told me that if all the remaining property of the construction department was there, he would do the whole of it for $10,000, that is, from the very commencement.

By Mr. BURLEIGH:

Q. That is to say, that what Commodore Preble accepted at $21,000 under the advice o Mr. Hartt, Mr. Rice would have done for $10,000?—A. Yes, sir.

Adjourned.

PHILADELPHIA, *April* 4, 1876.

Captain CLARK H. WELLS recalled.

By the CHAIRMAN:

Question. For what purpose is the Mayflower used at the navy-yard?—Answer. The tug Mayflower came to the old yard some time in the fall of last year.

Q. The fall of 1875?—A. Yes, sir; it was before the winter set in. I think she came from Norfolk or Annapolis, and I don't know which. She was in charge of a mate. Some few of the articles belonging to her were landed, and she was then taken over to Wood & Dialogue's to be repaired. She is there at the present time, and it is the intention, judging from the official letters that I have recently received, that she is to be used this summer for the cadet-engineers who intend to visit the different engine establishments.

Q. Is there on file anywhere among the records of this navy-yard any order of the Department to have her repaired by anybody?—A. I do not think there is any order of that kind in the office. The agreement, as I understand it, was made by the bureau in Washington to have her repaired. It did not come through the office.

Q. There was no survey or examination of the Mayflower by any board organized at the navy-yard?—A. Not that I know of; I mean no order came to the old yard. She was in a generally dilapidated condition.

By Mr. BURLEIGH:

Q. No order came requesting you to have a board appointed in her case?—A. Not to my knowledge. I know that if there had been a board ordered, I would probably have been on it. Recently, however, an order came for Mr. Hichborn to inspect her and ascertain the amount of work done and the manner in which it was performed. Chief Engineer Newell is superintending the repairs to her boilers and engines. She will be ready in about two weeks for the purpose indicated.

By the CHAIRMAN:

Q. Do you know whether the amount of the repairs done upon her by this firm and allowed to this firm is in excess of the value of the repairs as reported by the constructors?—A. I do not recollect the precise amount which Mr. Hichborn stated to me as his appraisement or valuation, but I am under the impression that it was in excess of the amount these parties claimed.

Q. That is, his estimate of the repairs was in excess of the amount they had contracted to do it for?—A. Yes, sir; that is my impression. I think he stated five or six hundred dollars. This was in the course of conversation with him.

Q. And in that regard, then, the Government was the gainer by having it done by contract?—A. No; it was the other way. Mr. Hichborn, in his conversation with me, stated, to the best of my knowledge and belief, that his estimate was less than the estimate of the contractors.

By Mr. BURLEIGH:

Q. Did Mr. Hichborn survey the vessel and make an estimate?—A. Yes, sir; he went up there for that purpose under an order of the bureau.

Q. To whom did he report the facts?—A. He reported it to me, and I reported it to the bureau.

Q. Do you not remember the amount which he reported?—A. I could not say as to that without reference to the data. I have here a letter which I had written with a view of having it appended to my testimony taken on yesterday, in order to supply a certain omission. It is as follows:

"COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
"*League Island, April* 14, 1876.

"SIR: During my examination yesterday before the committee, and which was chiefly conducted by Mr. Burleigh, I omitted to mention, in answer to one of his questions, that after dark, at which time I generally left the old navy-yard, there was an officer of the day on duty, and whose instructions obliged him to visit the sentries, at intervals during the night, posted in the different parts of the yard. The captains of watchmen had also special orders on this subject, and to see the watchmen were at their posts and vigilant in the performance of their duty, particularly in warning off all outside boats, which were not permitted to make a landing even in the day-time.

"I desire, also, to supply another omission, referring to the character of the force employed in the old yard, that the two political parties, republican and democratic, were nearly balanced, such being my opinion, though I never questioned any applicant for work concerning his politics.

"With the exception of the marine barracks, the stable and watch-house, (temporary wooden structures,) all the buildings were torn down, including officers' quarters, so they were of necessity obliged to live outside in the city, consequently could not have been quartered in the yard at night.

"Heads of departments were directed to superintend the removal and reception at League Island of the materials and stores of their respective departments. Any dereliction of duty on their part in this respect, coming under my observation, was immediately reported to Commodore Preble, who was then in charge of the old navy-yard, and who continued so until it had been removed to League Island—in fact he was the responsible officer.

"I respectfully request that this may be appended to my testimony, and which I regard as important.

"I am, sir, very respectfully, &c.,

"C. H. WELLS,
"*Captain United States Navy.*

"Hon. W. C. WHITTHORNE,
"*Chairman Naval Committee, Girard House, Philadelphia.*"

By the CHAIRMAN:

Q. You state in your explanation that the employés of the yard were about equally taken from both parties?—A. I should judge they were.

Q. At whose instance, or upon whose recommendation, did you understand these appointments to have been made? Were they made by the members of Congress or by the editors of organs of the parties?—A In reference to my department, of equipment and recruiting, over which I had control as captain of the yard, I carried out as well as I could the order of the Secretary of the Navy, giving each district its proportion of men, sail-makers, riggers, and laborers. In several instances I have been requested, if I could without detriment to the service, to employ men recommended by Mr. Randall, Mr. Charles O'Neil, Mr. Chapman Freeman, and Mr. Robbins.

Q. Do you state that that was done at the order or request of the Secretary of the Navy? —A. No, sir; I did it myself, having in view the usefulness of these men, and not questioning them on the subject of their politics. If they did not come up to the standard, I never hesitated to recommend their discharge.

Q. I understood you to use the name of the Secretary of the Navy in some connection. In what connection and for what purpose did you use his name just now?—A. There was an old circular of the Secretary of the Navy directing that the congressional districts should have their proportion of men where there was a navy-yard.

By Mr. BURLEIGH:

Q. Do I understand that to mean that the proportion of men shall be equally divided between the parties in the district?—A. As much as practicable. Whether it is carried out I do not know, because you would find pretty much all the sail-makers in one district, and you would find the riggers scattered throughout the city; you would find laboring men in all the districts.

By the CHAIRMAN:

Q. Then how comes it that you look alone to the members of Congress in the selection of men in these congressional districts?—A. I do not. These men would go to the members of Congress. It was customary for them to do so; at least a great many of them would do so, instead of going to the officer direct.

Q. When it came to Mr. O'Neil's district, for instance, would you select the men recommended by him?—A. Not always.

Q. In other words, suppose that in Mr. Randall's district Mr. Randall had recommended a man, and Mr. O'Neil had recommended one from the same district, to which recommendation would you give the most weight?—A. I do not know that a case of that kind arose. I *think* each member of Congress would be very particular in looking out for his own *district*.

ut whose recommendation would you heed in the case?—A. I would not be governed
If I thought the man was a capable fellow and had worked in the yard before,
re was nothing against him, I would take him in, provided there was work.
hen, if you were looking alone at the capacity, why have any regard to the congres-
istricts, or let that enter into the question?—A. In order not to produce any dissatis-
among them and to prevent members from being importuned and written to.

By Mr. BURLEIGH:

ppose you want one man, and Mr. O'Neil recommends one, and Mr. Randall one;
not take both; you want but one; you know nothing about the men. To whom
ou give preference—to Mr. Randall or Mr. O'Neil?—A. I think I should be some-
fluenced in favor of Mr. Randall, although I differ with him politically.
hy?—A. From the fact that he never pressed the appointment of a man when there
e no work in the yard, and that I rather like him personally, although I do not know
y well.

By the CHAIRMAN:

id you understand that he had any special or particular influence with the Secretary of
y?—A. I am inclined to think that he had some personal influence. I do not know
wever. That is only my impression—what I have read in the papers.
ave you any impression or knowledge formed from the management or control of
bout the navy-yard, either the old navy-yard or the one at League Island?—A. No,

o you not know as a matter of fact that his voice was potent in the selection of men
avy-yard?—A. I think that he had considerable influence. He was a prominent
Speaker of the House of Representatives. He towered above our Representatives, I
that respect.
nd did the fact that he was a prominent man for Speaker give him an over-
ing influence over his colleagues?—A. If a man becomes prominent and is selected
sition of that kind, I take it that would necessarily give him more influence with the
that is, with the masses.

PHILADELPHIA, *April* 20, 1876.

K H. WELLS recalled and examined.

By the CHAIRMAN:

ion. Do you know of anything material to this committee in the investigation with
t is charged about which you have not already testified?—Answer. I do not.
ying obedience to the regulations and laws governing the naval service, should prop-
ich is sold at the navy-yard, whether condemned or otherwise be sold without the
dge and authority of the commandant of the yard?—A. All property sold at a
rd should be sold with the knowledge of the commandant.
will suppose a case for illustration: A load of plumbing material which is thought
orthless for any present purpose of the Department is directed by the chief of the
to be turned over to any one at its value. Should not such an order come through
mandant and the commandant appoint the persons who should appraise its value?—
ainly.
that was not done, and any officer of the Government has proceeded to appraise it
it over, without the knowledge or authority of the commandant, would it be contrary
gulations and laws governing the Navy Department?—A. I should say so. It should
uty of the commandant to report that at once to the Navy Department.
ask you if, in your position at the navy-yard at Philadelphia, you had any informa-
t a large quantity of plumbing material was sold and delivered to Mr. W. Fleet
-A. No, sir; I do not know anything about it.
ave you been requested to furnish to the bureau at Washington a copy of the orders
pon you by this committee?—A. I have been requested by Mr. Hanscom, the chief
ureau of Construction, to furnish copies of the papers given to the committee.
ave you any knowledge as to how Mr. Hanscom knew that the committee had called
such papers?—A. Excepting through the Navy Department. I had informed the
y of the Navy that I had been requested by the committee to furnish books and
rom 1872 to 1876. The Secretary's reply approved of my course in having already
d such book and papers, and directed me to give to the committee whatever books
ers might be required by them.
u regarded that, I take it, as an official duty?—A. Yes; I did not wish to take the
ibility of furnishing books and papers without his knowledge. Of course I considered
uty to furnish them when the committee so requested. But when those original books
ers left the office, under the danger from fire or any other source, I thought that
etary had better be informed of it. That would relieve me from acting upon my own
ibility without his *authority.*

By Mr. HARRIS:

Q. Have you complied with Mr. Hanscom's request?—A. Partly. I have not been able to complete all the copies of all the papers which were furnished to the committee, but they are still being made.

Q. In answer to the chairman you stated that all property sold from the navy-yard should be sold with the knowledge of the commandant. Would this state of facts make a difference in that respect: if a contract was made with an individual to do certain work for the Government upon a vessel, and in the course of that work he was to be entitled to receive certain old material to be reworked into his new job, should the commandant properly have cognizance of the delivery of such old material?—A. Yes; that should be communicated to him by the bureau. That was the usual course. All official correspondence of the bureaus is sent direct to the commandant.

Q. You think no such exchange of property should take place without the knowledge of the commandant?—A. I certainly think that he should be informed of it and should have a knowledge of what was going on. The commandant, in my opinion, should be informed of everything that is going on in the navy-yard.

PHILADELPHIA, *April* 14, 1876.

EDWARD HARTT sworn and examined.

By the CHAIRMAN:

Question. State your position in the United States Navy.—Answer. I am naval constructor, with the relative rank of captain, and am the senior constructor in the service.

Q. You have been connected with the Philadelphia navy-yard?—A. Yes, sir; for the last two and a half years.

Q. Prior to that time what duty were you upon?—A. Immediately prior to that I was on temporary duty with the bureau, writing specifications.

Q. And prior to that time what was your station?—A. I was down in New Orleans. Immediately previous to that, or during the time I was with the bureau, I went with Commodore Rodgers on a trip of survey to Pensacola or New Orleans. Previous to the time I was attached to the bureau I was in the swamps of Louisiana getting live-oak.

Q. How long were you employed in the live-oak business?—A. About seven and a half months.

Q. Immediately preceding that you were at Mare Island, were you not?—A. Yes, sir.

Q. How long were you stationed at Mare Island?—A. From July, 1869, to December, 1870, or January, 1871, I forget which.

Q. Commencing at the time that you were assigned to duty in Louisiana inspecting live-oak timber, state to the committee who was the contractor furnishing that live-oak timber.—A. The immediate contractor was J. Bigler, but I believe it was a contract held by S. P. Brown, and Bigler was the man who furnished it for Brown. Of that I am not positive, however. It was S. P. Brown's contract and Bigler was filling it.

Q. Do you remember the quantity of timber agreed to be delivered to the department on that order?—A. No, sir.

Q. Do you remember the price per cubic foot that was to be paid?—A. Yes, sir.

Q. How much was that?—A. It amounted to $2.55 per foot delivered in California, although I am speaking from memory in regard to that matter. I think I have copies of these contracts. My memory of the matter is, that contract for the timber had a given price if cut off Government land, and 7 cents more if cut off private land, and then the freight to be added to carry it to California, which made it $2.55 a foot in California. That, I think, is the price.

Q. In other words, the contract was at so much, and then the Government, in effect, paid transportation to Mare Island?—A. Yes. My memory was that they contracted for it at a certain price to be delivered North, and that which was to go to California was to have the freight added. That is the way I understood the terms of the contract.

Q. Those contracts were in the name of S. P. Brown?—A. Yes, sir; and, if my memory serves me right, by an arrangement between Brown and Bigler, Bigler filled them for Mr. Brown.

Q. You were detailed or ordered by the Department to go to Louisiana to inspect and measure the timber previous to shipment?—A. Yes, sir.

Q. Was it not somewhat extraordinary that you should be required to inspect and measure it upon the ground?—A. I thought so at the time.

Q. Is it not the rule, usage, and regulation of the Department that the timber shall be measured and inspected when delivered by the contractor at the point named by his contract for delivery?—A. Yes, sir; it had been always previous to that. I never had known any other rule before that.

Q. What possible motive or purpose could there have been for assigning you to that duty?—A. That is more than I can tell you.

Q. Was there any advantage to the contractor or disadvantage to the Government in requiring you to perform it?—A. There was an advantage to the contractor, I think.

Q. In what did that advantage consist?—A. He got his certificates and appraisement before the delivery. He had the use of that money a given time, say six months; that is my understanding of the business, although I do not know anything about it; that is merely an assumption. I would be glad to get a hundred thousand dollars, more or less, six months before it was due.

Q. Was that a large contract?—A. It amounted to considerable money. I forget how much timber, but I think it was about 60,000 feet, if I recollect right.

Q. Following up that timber to Mare Island, I will ask you if the quantity of timber delivered at Mare Island was not larger than the quantity of timber that you inspected and shipped from Louisiana?—A. I do not know that of my own knowledge.

Q. What information have you on that subject?—A. I was told that it was larger; it was found to be larger upon remeasurement.

Q. Have you any data upon which you can furnish this committee reliable information as to the quantity that was shipped?—A. Yes, sir; I can furnish you with the exact amount, every stick, and the size and quantity in each stick, and the object for which the stick was cut. I found the book yesterday in my trunk; every stick was numbered and entered; if you measure all the timber that I sent out there without inspecting it, you would find more timber than I allowed for. Suppose there was a rotten hole in the stick of timber, I might say to myself, that would make a good lower stem-piece. I always had with me the agent of Mr. Bigler when the timber was measured. I would say to him, "That stick measures 22 inches across the face, but there is a rotten place in it; I will allow you 18 inches for it. You can let me take it at 18 inches or send it North, as you please." I did not allow for the defect.

Q. If the timber actually measured more, or was so reported, in California, what reason, if any, could be assigned why that was so?—A. The timber did not measure any more than I allowed for it, according to my understanding, and according to the custom of the service, because in every case, invariably, it was understood by the agent that if my measurement was not satisfactory, the stick need not go to California; they had a market North for it; in every case it was satisfactory to the agent, or presumably so.

Q. Did you separate the timber so as to distinguish it for shipment, that was to go to Mare Island and to other points?—A. Yes; I marked the timber first cut on Government land, whether it was cut on certain parts of Grand Lake, whether I measured it in person or whether my assistant measured it. I do not know whether I marked any defects or not. I cannot remember that. I picked out the frame of a ship first, and then promiscuous timber. Every stick belonging to the frame was numbered and marked in such a way that it was understood. The promiscuous stock was marked "P."

Q. Did you make a report to anybody of your action in the swamps of Louisiana during the time that you were so inspecting?—A. Yes, sir; I made report to the chief of the bureau of the quantity of timber measured and inspected, and aboard the ship. They had to carry it forty miles at sea to put it aboard the ship. I made a certificate of that fact.

Q. May it not have been that timber was put aboard of a ship going to Mare Island that you had not inspected?—A. There was a discrepancy in the measurement of the number of sticks signed for by the captain in one case. He signed for, I think, two sticks more than I had in my account. How they got them I do not know. They made a miscount, or I did.

Q. Is that the extent of the discrepancy?—A. Yes, sir; and as there were four or five sticks missing, which I have also a record of, that more than counterbalances that.

Q. Then, if the timber increased in quantity from Louisiana to California, would you say that was the result of climatic influence, or defective or fraudulent inspection at Mare Island?—A. I will say that my inspection was correct, and that there was not any amount of timber over and above what I measured there, because I had no disposition and no desire to cheat the contractor. I wanted to do what was fair and right by him. He was at my elbow invariably, or his agent. He had a desire and an intention to cheat me; that I know.

Q. You say you know that?—A. Yes; I know it.

Q. How do you know that?—A. I know I measured one tremendous large stick, and did not require him to cant it over, and when I went to bed that night in the shanty, my assistant heard them talking to each other, asking if they had got the stick aboard, and whether I had seen it or not. The boss said he had. The next day I went and examined the stick again, and found a big hole in it. I sliced about 50 feet off his measure for it.

Q. You judge from that report made to you that they were endeavoring to defraud by concealment or otherwise?—A. They endeavored in that case to prevent me from understanding the condition of that stick that I had measured; and from that time out, large or small, I made them cant all four sides up, and that put them to the expense of ten or twelve extra men. It was a tremendous large stick lying up on the Pigeon. I had gone up toward daylight in the morning to measure it. It was hot weather. It would take thirty or forty men to cant it. I asked them if it was good on all four sides, and they said yes, and I measured without canting it. Mr. Bigler did that himself; it was not his agent. I had the utmost confidence *in his agent. Bigler* himself had come down to the swamps to visit *us.*

Q. Another advantage to the contractor, resulting from your being ordered on this duty, I submit to you, was that he was relieved of the expense attending the transportation of any timber that might be rejected thereafter; is not that so?—A. Certainly; there would be none rejected. It was already inspected when it went aboard the ship; that is, unless they remeasured and reinspected it entirely. I understood that there would be no rejection. I understood my inspection was final. I gave it a fair inspection. Where there was a reasonable doubt I always gave the benefit to the contractor. That was my theory in the matter.

Q. Do you know of any similar transaction to that in the naval service?—A. I have know nother cases Some white-oak timber was inspected at Newburgh and shipped to California, as I understood. I was up there and saw a New York inspector there.

Q. Who was the New York inspector?—A. He was a one-eyed man named Storer.

Q. Do you understand whether that timber was affected like the timber that you had inspected; that is, increased in quantity after leaving?—A. I do not know that.

Q. Is it not unusual that inspection should be had prior to the delivery of lumber or timber by the contractor?—A. Yes, sir; we always waited until the articles came in. There are cases where things have been inspected in extreme cases; for instance, large tools set up in Philadelphia. I inspect them in the factories, because to set them up again down at the navy-yard, not being ready for it, would cost considerable money. And I have inspected them in the factory in running order, and then taken them to pieces and boxed them up.

Q. I mean where an officer of the Navy has been ordered away from his regular place of business or duty out into the woods for the examination of timber. Is not that unusual, in your opinion?—A. It was unusual until within the last few years.

Q. I ask you if that practice and custom has not grown up under the present head of the bureau?—A. Yes, sir. I never knew it to be done previous to the present order of things.

Q. Without multiplying words about it, is it not a system of favoritism to the contractor?—A. I should say that it was, sir; I should so consider it.

Q. During the period of time that you were stationed at Mare Island, can you, from memory and in the absence of books, state what vessels were repaired or rebuilt at that yard?—A. I can state several of them. The Pensacola was the largest one; the Saint Marie was fitted out; the Nantasket was fitted out. There was another vessel, a sloop of war, whose name I cannot remember now.

Q. In the cases of the Pensacola and the Saint Marie, state whether before repairs were undertaken on either of them a board of survey was held upon them according to law.—A. In regard to the Saint Marie, I am not sure. She was partly completed before I got there, therefore I merely carried her on. In regard to the Saginaw, I do not think there was a board of survey. They came in, and the captain of the ship had a long list of work that he wanted to be done; it was ordered done. In the case of the Pensacola, there was a report. A board of survey had been held on her some time previous to her coming home, and the understanding was that she was to be fitted with a new spar-deck when she got home. After we commenced work on her I discovered rot and defects amounting to three times the work first ordered, and made a report in accordance with the regulations. I reported her berth-deck beams all rotten, gun-deck beams all rotten, her clamps rotten, her outside plank rotten, so that before we got through, instead of putting on a spar-deck, we had virtually rebuilt the ship.

Q. In the case of the Pensacola, no regular board of survey to estimate the extent of the repairs demanded, or the probable cost thereof, was had, was there?—A. None, to my recollection. I think the circumstances were that she had been surveyed, say, to-day, and had gone to sea, and the report of that survey was that she would have to have a spar-deck put upon her when she returned; she was fit to go six months longer. When she came back I commenced the work of putting a spar-deck on.

Q. You are aware, under the law, that whenever the cost of repair exceeds the sum of $3,000 in value, a certain board must be held?—A. I understand that, sir.

Q. State, since the year 1870, a single instance in the repairing or rebuilding of a vessel where that provision of the law has been complied with.—A. It has been complied with, but I do not know whether I can state positively the vessel and the circumstances. I have been on board to survey vessels within that time, I think.

Q. Can you name the vessels?—A. It strikes me that I have been on such a board as that, but I cannot name the vessel.

Q. Taking the other side of the proposition, have you not known of one or more vessels being repaired whose repairs exceeded the sum of $3,000, where no such survey as contemplated by law was had?—A. I know of vessels where no such survey has been held, so far as I had anything to do.

Q. Where?—A. Both at Mare Island and at Philadelphia.

Q. What are the names of those vessels?—A. There was a propeller called the Ossipee, that went to sea from California. The Nantasket was commenced before I got there, I think. I have no information of any board of survey being held on the Lackawanna. She was at Mare Island, and had extensive repairs upon her. I remember the Saginaw had also no board of survey held upon her. I have no recollection of any board being held on either of these vessels, although there possibly may have been.

Q. Upon the same question, I now direct your attention to the Philadelphia navy-yard.

—A. There was a survey with a view to ascertain whether the contractors had completed their contracts, and in that survey, I thought, and think yet, we about covered the ground in reference to surveying the vessel for repairs. It amounted to about the same thing; because there is always more or less to be done to a vessel. You cannot help that. A man cannot finish a ship outside but what, when it comes to the navy-yard, the officers will want some work done that is not done, and it has to be done to keep peace and quiet, unless the constructor is placed in a little more independent position than he is now. If he refuses the officer, the commodore will manage somehow to fetch it around and have it done.

Q. Have you repaired or rebuilt any vessels at this yard since you have been here?—A. I do not recollect of any vessels coming here and being repaired and refitted, except a tug called the Pinta. She was commenced before I came, and I do not know whether there was any survey on her case or not.

Q. Who has been doing the building and repairing that has been done in the vicinity of this yard?—A. One vessel has been done by Neafie & Levy.

Q. What is her name?—A. The Quinnebaug. The only other vessel that we have had any extensive repairs on is now at Wood & Dialogue's establishment at Camden, N. J.

Q. What is the name of that vessel?—A. The Constitution. Those are the only two that you can call building, except those built out and out by contract.

Q. Have no extensive repairs been done on other vessels?—A. Not that we have had here.

Q. Let me call your attention to the tug Mayflower.—A. I never saw her or heard of her until three days ago. Mr. Hichborn told me about her. I never knew that there was such a vessel in existence, and never heard of her. Hichborn asked me if I knew her. I told him not. He said he was ordered on a board to ascertain how much work had been done on her.

Q. Had not she been at the navy-yard at all?—A. Not to my knowledge. She might have been there while I was away, and I think she was, but I do not know it. I never heard of such a vessel, good, bad, or indifferent, until two or three days ago.

Q. Then, of course, you were not upon any board and did not know of any board held upon her to determine the extent of the repairs to be made upon her?—A. No, sir; I never knew anything about it, and do not know of anybody that does, except what Hichborn told me within the last day or two, and part of it last night.

Q. What other vessels than those you have already named—having had repairs exceeding $3,000 in value—have been repaired at the Philadelphia navy-yard since you have been connected with it?—A. I could not tell you that. They fitted out the monitor Manhattan, which came from the contractors' hands. We fitted her and she went to sea. I could not say that that was repairs. I do not know of any others than those I have named. There was a tug-boat that laid here during the Cuban excitement, which we fitted out and made some repairs on.

Q. State if, during the time that you have been connected with this yard, the extent of repairing done has not been of minor importance either in fitting out or completing vessels as they came from the hands of contractors, or repairs that were made necessary simply for the continuance of a vessel already in commission.—A. The repairs have not been very extensive to any vessel except those I have named, to wit, the Constitution, and the Quinnebaug, which was partly finished. There has been no great amount of work done to any vessels.

Q. And you have been connected with this yard, as I understand, since July, 1873?—A. Yes, sir. There have been no vessels coming here to be thoroughly repaired; that is, vessels which have gone out of commission and been thoroughly repaired.

Q. During that period of time, has there not been large quantities of lumber and timber and material bought for this yard and for League Island?—A. Yes, sir. Lately, within the last year or eighteen months, there has been quite a lot of oak and pine timber bought.

Q. Who have been the principal contractors in furnishing that timber and lumber?—A. There was a raft of yellow-pine timber which came from Mr. Wallace, I think. S. P. Brown furnished a large amount of oak and other timber. There was somebody from Baltimore who had a representative named Reed, Loub, or some such name, who was the principal. S. P. Brown, I think, furnished the largest quantity.

Q. Is the navy-yard now in a condition for immediate building or repairing of ships?—A. No, sir.

Q. When is it likely to be?—A. I would not venture to say. It would take a long while to make it fit for a ship-building yard.

Q. What, then, in your opinion, is the necessity or use of the accumulation of timber at League Island?—A. It is well to accumulate timber to season it. I see no objection to that. It is better seasoned than green. It ought to be water-seasoned by putting it into the water, if they take proper care of it.

By Mr. BURLEIGH:

Q. Is this timber in the water?—A. Yes, sir; I built a large timber-bin, and put it in myself.

By the CHAIRMAN:

Q. Has the experience of the Government been such as to warrant the accumulation of white-oak timber?—A. That is a question I could hardly answer. I scarcely know what the experience of the Government has been in that respect. We used to have timber years ago properly taken care of, and had to get stock on hand.

Q. I observe in the reports of the Secretary of the Navy, made from year to year, that the decay, so to call it, of the American Navy has been ascribed in a measure to white-oak timber and green white-oak timber.—A. Yes; it has been cut green.

Q. And that the chief of your bureau has suggested that the accumulation of timber should be of live-oak?—A. Yes, sir; I would not think it ought to be altogether of live-oak. The frame of a ship should be of live-oak, and the planking of a ship of white oak. The accumulation of the two, if they were properly cared for, I think would be a good thing. In fact, am satisfied that it would.

Q. Aret he facilities at the yard here for taking care of timber such as are demanded?—A. No, sir: the present facilities are not. I wanted to build a proper timber-bin to put the timber in, but they had not time or money, and tore up the railroad-track, and inclosed a space, and put the timber in.

Q. Was that done under the orders of the Department, or at your suggestion?—A. At my suggestion. I wrote a letter asking for authority to build a bin and put the timber in.

Q. Is that a water-bin?—A. O, yes; I have suggested verbally the building of a regular timber-basin there, which could be done, I think, very cheaply. The yard itself being below the level of the river, all that would have to be done would be to dig a space out.

Q. During the period of time which you have been there, has not the Government furnished to contractors, who have taken charge of the work of building or rebuilding vessels, material from the yard?—A. Yes, sir.

Q. I ask you again if, in one or more instances, the space in the docks, the tools of the yard, and the materials on hand have not been furnished by order of the Department to such contractors?—A. Yes, sir.

Q. In other words, contractors have taken possession of the navy-yard and made use of it under their contracts with the Navy Department?—A. Yes, sir.

Q. To what extent has that been done?—A. Well, they had possession of pretty much everything we had at one time in the way of tools and machinery; they had our saw-mill and ran it entirely; such tools as we had, augers and such things as that, they took *ad libitum*.

Q. What contractors were those?—A. Williams & Simpson tore a vessel to pieces alongside the dock, and took everything we had in the way of mauls and hammers. I do not think they returned them all, either. We always had a growl to get them. Neafie & Levy had use of them in completing and launching the Quinnebaug. They had whatever tools they required. Whatever they wanted from the saw-mill they ran to it and got; I held jurisdiction over the engineer and fireman running the engine. I would not let them go out of my hands; I made a sort of stand on that. They had the mill and ran the saws, and cut the stuff to suit themselves.

Q. At the expense of the Government? Did the Government pay the engineer and firemen?—A. When we did any work we paid the engineer and firemen, and when we stopped our work entirely, then I notified the contractors that they must pay them or I would have to stop the mill, and I think they paid them during that time. They made an arrangement with them to run extra hours even when we paid them. The contractors worked longer hours than we did.

Q. State to the committee the history of the Quinnebaug, and your judgment and opinion as to whether she has cost the Government too much, or over and beyond what it could have been done for at the navy-yard. In other words, the advantage, if any, to the Government, in the mode and manner in which she had been built, or the disadvantage.—A. When I came here I found the Quinnebaug three-fourths finished, or more than that. That was, the hull in the ship-house. We were doing a little work at her, but the force was reduced until everything was stopped. How much she cost up to that time I do not know. I never looked particularly at the amount. Then the question arose as to contracting the vessel out. I heard it talked of. I said I was sorry to hear that go on. I was fain to do all that I could, in a quiet way, not to have it done. I found I could not stop it, but I stood out and wanted to finish the Constitution myself, anyhow, if they did finish the other by contract. I wanted to finish the Constitution, because I felt a personal interest in her, she having been built by my grandfather. Whatever I could say or do did not change matters, and the Quinnebaug was contracted out for about the money I estimated (I think) we could finish her for. I then looked on and saw that the contract was complied with as near as I could; and when any question would arise as to what ought to be done, I referred them to the specifications. I told them that I had written them and they must do it in that way. I felt as if I was overslaughed, as the saying is, and I lost all interest in the vessel myself. I did not feel any pride in it. I did feel a pride in the Constitution, and hung on to her until the yard was broken up, and she eventually went over into the contractors' hands. I do not see any advantage in contracting out Government work at all, under any *circumstances*; even if it cost more to do it in a Government yard, I consider it enough bet-

· to make the difference. If I build a ship and my reputation and credit are at stake, I ink I can build a better one than a man who builds it on speculation, no matter what price can get. If he is allowed to speculate, he will put a bad plank in, if he can shut the in-ector's eyes, whereas I would not. If he had to furnish the plank, he would work it good bad.

Q. The Government, as I understand from you, furnished all the material that goes into those ssels ?—A. They have in some of these cases.

Q. And the contractors were allowed to select from the Government supply ?—A. Yes, ·; but if they got out a stick, and got it half out for instance, and then found a defect in they would cover that up if they could, because they would not lose that amount of labor they could help it. If they were furnishing their own timber they would use it anyhow, hereas, if I found a defective stick, as naval constructor, I would throw it aside. It might ake it a little more costly. Driving fastening, they drive slack, and drive two where I ould drive one, but I would discharge a man if I caught him driving a slack bolt.

Q. In the controversies which you have had with contractors, has there been any occasion appeal from your decisions to the chief of the bureau ?—A. Not lately.

Q. Has there at any time ?—A. O, yes; in olden times, when I was out West, during the ar, quite a number of appeals were made.

Q. I mean about the Quinnebaug ?—A. No, sir; not that I know of. There was on the rt of the engineers. The work on the Quinnebaug was merely finishing, I think. The ajor part of the work was done, and the timber was got out. It was merely laying the cks. The deck-plank was bought all ready sawed, and the ship was nearly completed. ere was some little controversy once and a while about how to do certain work, but when would see Neafie personally and tell him a thing had to be done, he would direct his men do it.

Q. Who had the contract for the plumbing on the Quinnebaug ?—A. A young man named eele.

Q. Was any estimate made by you for what that would likely cost ?—A. No, sir; not that ecollect. There was an estimate made of how much it would cost to build that ship, I nk. I was called upon for that. I made it in round numbers; so much for the hull, but particular estimate for the plumbing.

Q. In your estimate was the cost of the plumbing made ?—A. It was included in the gen-l bill. We do not look upon the plumbing as amounting to much, as a general thing. is a small matter compared with the cost of the hull of the ship.

Q. What relation is Mr. Steele to the constructor ?—A. He was his son.

Q. Were either one of these contracts open to competition ?—A. I do not know that. They l not come to me. I had nothing to do with them. I know merely that they were given t.

Q. Ought it not to have been done through you ?—A. I would rather it would have been ne through me, and tried to have some of them done through me.

Q. You were the constructor at this navy-yard ?—A. Yes, sir.

Q. It was done, as I understood you, without consultation with you ?—A. Yes, sir; I ew nothing about it until I had the orders that there was the contract, and there was the ntractor; that he must be allowed to go on with the work, and certain instructions were ven as to how he should be furnished with materials and the facilities of the yard.

Q. The Government furnished the material and the facilities of the yard. State whether e sum paid for or agreed to be paid for the Quinnebaug was under or over your estimate, king both contracts, the plumbing and the other.—A. I do not recollect about the Quin-baug exactly. I think Levy's bill for finishing the Quinnebaug, if he finished her fairly, s a low bill. I think it was lower than I estimated, though I would not be sure of that. he would do all the work that is embodied in what I understand to be completing the ll and get her ready for sea, I do not think he got any more money from her than it was orth. Generally speaking, when vessels of that kind come out of the contractors' hands, have to do a great deal with them.

By Mr. BURLEIGH:

Q. Did any question arise about the completing of the hull ?—A. There has not yet, because e has not been turned over as completed yet. If she has, she has been since I left the rd. I do not think she has. I do not think there has been much done to her since she s gone up there, from what I can understand. I have not seen her lately.

By the CHAIRMAN:

Q. When was she to have been completed, according to contract ?—A. I do not recollect at.

Q. Has there been more than one contract by Neafie & Levy on the Quinnebaug ?—A. t excepting that they had a contract with steam-engineering to put the engines in. They d a contract to put the engines in, as well as to complete the hull. They were two separate ntracts.

Q. Do you know how much that contract will amount to, to fit her ready for sea ?—A. No, ; I think they wanted to make a third one to do that.

Q. Taking *all the contracts together?*—A. Judging from my view of the case, I think by

the time he gets her done, if he makes a third contract, he will receive as much money as it would have cost us to have done it.

Q. Is that inclusive or exclusive of Steele's contract?—A. As I have said before, we do not count the plumbing-work in as a separate affair generally, and I would hardly make any note of what that would amount to. If you take Steele's contract in, also, then I am pretty positive that he would receive more than it would have cost us to complete it.

Q. How does the work on her compare with the work usually done in the yard? Take the Vandalia, for instance.—A. It compares favorably, I think. He did his work very well, what work I saw up to the time I quit.

Q. Do you understand that they claim that they have completed their contract?—A. I have really not heard anything at all about it one way or the other.

Q. Has she been inspected by any officer of the Government?—A. Not that I know of; I think not. I understood indirectly, that they calculated to have another contract. They took her up to their yard with a view to have another contract to complete her ready for sea, but I did not understand that he claimed that he had completed all that he had already contracted for, but that there would be work that he would contract for. I think he is right in that. I do not think spars were included in the contract. If the spars are, he would be entitled therefor to more money. I think they were excepted.

Q. Do you know whether the contractors have ever presented any claim for any extra work on her?—A. No, sir, not to my knowledge: none during the time I was attached to the yard, nor was there anything said about extra work.

Q. If now completed, or ready for inspection, or so held and claimed by them, you would not be called upon in the regular line of your duties to inspect her, would you?—A. That is a question I cannot answer. I do not know whether I would or not.

Q. You are detailed from League Island now, are you not?—A, Yes, sir; I am ordered to report to Admiral Jenkins for centennial duty, and am supposed to be on that duty.

Q. I understood you to state a moment ago, that you were directed to furnish to the contractor material and every facility?—A. Yes, sir; that is the understanding of the letter that I received. I interpreted it that we should not interfere with our own work, and once in a while we would have a little controversy among our men and theirs, as to who should have the right to the tools first, and my decision was, that we should do our work first, and they would have to wait.

Q. Have they made any claim, if you know it, for detention?—A. Not that I know of.

Q. No demand for damages has been made?—A. Not that I know of. I never heard that they had nor ever heard anything about it one way or the other.

Q. Do you know of any sums of money being paid to the contractor?—A. I do not know whether I made a certificate to the contractor on the Quinnebaug or not. I am not sure. I do not think, however, it is possible that I did so. I have no recollection of it in my mind. I do not think he ever applied for payment up to the time that I left the yard.

Q. How about the Constitution? Materials and facilities of the yard were also furnished the contractors in her case, were they not?—A. No, sir; I put her afloat before I quit. She lay alongside the dock after they sold the yard, and since that she has gone over to the other side. There are no facilities to be furnished at this yard, but they furnished material. She is up at Dialogue & Woods.

Q. They are over at Camden?—A. Yes, sir.

Q. In furnishing material to these constructors from the navy-yard it is done so here at the cost of the material to the Government?—A. We charge them at whatever the material stands on the books, the same as we should do if we were using it ourselves. We take a stick of timber marked on our books as having cost 25 cents, and we charge it to them at that price.

Q. They are allowed to come in and select the timber?—A. They come in and select it; yes, sir.

Q. Who paid for the launching of the Quinnebaug?—A. So far as I know the contractor paid for it. I was not present when she was launched, but it was in his contract. I never signed any bill for the launching of her, and never heard any talk about such a thing and never saw any claim for it, and in fact I never heard the question raised.

Q. Since you have been connected with this yard, have you any knowledge of the quantity of iron that has been delivered to any parties by order of the department?—A. Yes, sir.

Q. To whom has it been delivered?—A. It has been delivered to Mr. Roach, and Seyfert, McManus & Co., or the Reading Iron Company's works, and Pennick & Co., and I think the Phœnix Mill, although I will not be sure of that, and a small quantity to Mr. Neblit.

Q. Are you able to give to the committee the quantities furnished to each and the terms and conditions thereof?—A. Not without referring to the books. I can say in reference to Seyfert, McManus & Co., pretty nearly the amount delivered, for the reason that I have made a recapitulation of it recently, as it was a sort of muddled affair. There are already on the books about four and a half million pounds in their case, and there is a lot of iron that has not yet been turned in, but it is to be turned in when it is weighed.

Q. Where is that iron that is yet to be weighed?—A. I think that is down on Prime-street wharf, I believe they call it, or something, or point.

Q. *Is it not* Queen-street wharf?—A. Yes; in a store-house there.

Q. In a Pennsylvania Railroad store-house?—A. I do not know what house it is. I never saw it. It is somewhere around there. I have heard of that from the controversies in the newspapers.

Q. Do you understand that to be a large or small quantity?—A. I think there were 200,000 pounds; perhaps there may be more. They tore the scales up almost the first thing they did, and the question arose as to what was to be done. They said they would furnish sworn statements of its weight. Says I, "It is only in the way, and if it stays here we will lose; it might as well go that way as any other." I do not know that I said that. That was my view of the case. The yard was to be sold out at a given time; all that was in the yard went with it, and whatever we could save off of it I thought was clear gain.

Q. Has there been a large or small quantity delivered to Mr. John Roach?—A. A large quantity, although I do not know that it was a large quantity either to Mr. Roach. A large quantity has been delivered to Pennick & Co. Mr. Roach had a large quantity that came off the Puritan down at the lower end of the yard. There was a large amount of iron on her that was turned over to him, and the armor-plating was turned over to Pennick & Co., and that is entered in the books. I have, however, never added it up to see what the aggregate was. I did know, because Seyfert, McManus & Co.'s iron was paid for. They were to return new iron for it. In the other cases I never received anything at all in return.

Q. Do you know upon what terms the iron was turned over to Roach and Pennick?—A. I do not know on what terms it was turned over to Roach. I do with Pennick, for the reason that Seyfert & McManus had theirs on the same terms. I had to strike balances as they called for the bills, &c I have been called on to make a report as to how the case stood, and I have struck balances and made several reports, and that has impressed it on my mind.

Q. I understand, then, the case of Pennick & Co. is the same as that of Seyfert, McManus & Co.—to take it at 1¼ cents a pound for the old iron, which was to be paid for in new iron at 8 cents a pound?—A. Yes, sir; that is what I understand it to be. There are some portions, however, that are to be exchanged three tons for one.

Q. But you do not know what it is in the case of John Roach?—A. No, sir. I do not recollect that I ever heard anything about it. I think I was merely ordered to send the material over to him, and that I did, and knew nothing further about it.

Q. Is it not within your knowledge that the Amphitrite, the Terror, the Puritan, the Miantonomoh, have been torn to pieces, and the iron upon them delivered to Mr. John Roach?—A. I do not know what has become of the iron on them. I know they have been torn to pieces. I do not know that the iron has been delivered to John Roach. I suppose that each one that had the vesssel torn to pieces took the iron, although I have no knowledge of it.

Q. Who tore them to pieces?—A. My impression is that the Terror was torn to pieces by Cramps. Another was torn to pieces down at Mr. Roach's.

Q. Was that the Puritan?—A. No, sir. She is an iron vessel. She lies at Mr. Roach's yet.

Q. Was it the Miantonomoh?—A. I do not know that. There was one burnt not far from Wilmington. That was one they had at Harlan & Hollingsworth's. I went down and saw her burning. After tearing off all the iron that they could, they hauled her there and burned her.

Q. Which vessel was that?—A. I could not say that. Putting fire to her was the cheapest way to get the iron out.

Q. She was burned, then, designedly?—A. O, yes.

Q. Which one of these vessels, or was it either one of them, that the iron was taken from at Boston?—A. That I do not know. I didn't know that there was one torn to pieces at Boston.

Q. I mean the outside iron having been taken from her, and she then being towed around to Mr. Roach's, to Chester, or to Wilmington?—A. That might have been the one I saw burning. I am not sure about that. I do not know which of the two was at Mr. Roach's. I knew they had one there, and they were at work at her tearing her up.

Q. You do not know upon what terms Mr. Roach obtained his iron that has been turned over to him by order of the Department?—A. No, sir; I do not.

Q. You are an old Navy-constructor, senior upon the active list?—A. Yes, sir.

Q. State to the committee what is the wisdom or good policy of the Department in making these contracts with Mr. Roach and others.—A. I do not think there is any wisdom or good policy in it. I could not state that there was. My impression is that it is not a wise proceeding; that they had better do the work in the navy-yard.

Q. Are you, from your position of experience and your standing in the construction department of the Navy, able to tell the committee by what authority, under the law, vessels belonging to the United States are destroyed?—A. I do not know. I do not know where the authority would come from. I did not understand it. I know that it has been understood among us in former years that a vessel could be repaired to any extent, but that she could not be destroyed and a new vessel built without the authority of an act of Congress. That has been my understanding. Now, as to knowing the law on the subject, I do not know that I know it. I always supposed that it required an act of Congress to build a new vessel

Q. Do you *know of any material* at any time rejected by you which was afterward re-

ceived?—A. Yes, that was some years ago. I rejected a lot of timber belonging to Mr. Bigler some years ago in Boston, and he subsequently got another survey on it and it was received.

Q. What year was that?—A. It was 1867 or 1868.

Q. Were you on a board to examine the Puritan?—A. Yes, sir.

Q. Who composed that board?—A. Naval Constructor Fernall, Mr. Steele, and myself, I think, constituted the board.

Q. What was your report?—A. Our report was to the effect that if any change was to be made in the vessel, she was to be reconstructed according to the modern style. We recommended a modern class of monitors similar to those now being built; that she was not now in her present condition a proper ship to mount turrets on.

Q. Did you recommend any change to be made?—A. No, sir; I do not think we did; not to my recollection.

Q. Do you know of any such board as was contemplated by law ever examining into her condition and reporting upon the extent of repairs necessary to be done upon her?—A. No, sir.

Q. If any such was held you have no information of it?—A. I have no knowledge of any such board being held.

Q. In the lot of timber that you received from Mr. Wallace was there any difficulty about that or about the price?—A. Not that I know of.

Q. Do you not remember that you first made out the bill at the rate of 55 cents per cubic foot, and that you were subsequently instructed by the head of the bureau to make them out at 65 cents?—A. No, sir; I do not recollect that fact. It may be so. I think I wrote a letter asking at what price it was to be made out and I got instructions to make it at 65, but I do not think that I made a set of bills and then changed them.

Q. Did you not change them by order?—A. No, sir; I have no recollection of changing them even by order; I am pretty certain that I never made a set of bills and signed them and then changed them by order. Possibly I did. Whenever there was anything of that kind done, I always indorsed on the bills in red ink the fact that it was so ordered by the department. Whenever any purchase was made by order of the department, I would indorse on the bills that this was authorized by such or such a letter. The bill would show on its face the authority by which it was contracted.

Q. State if, previous to August 7, 1875, you had not been directed to permit Mr. Wallace to store timber at this yard subject to future purchase if the department so desired?—A. There have been such orders given, but whether it was in reference to Wallace or not, I do not recollect.

Q. At the time when this telegram was sent which I now propose to read, I ask you if Mr. Wallace's lumber or timber was not on the yard?—A. No, sir; it was afloat in the river. It was in the raft, which was a large one.

By Mr. BURLEIGH:

Q. Was the raft in the yard?—A. No, sir; it came up afterward by tow, and I blowed them sky-high for fetching it up, and I made them take it back.

By the CHAIRMAN:

Q. The telegram reads:

"AUGUST 7, 1875.—In making out Wallace's timber-bill, please have them in two sets—one set to equal about $2,000, one-third of this amount to be taken from each of the three kinds of timber."

A. I recollect that telegram about making out a separate set of bills. I was away on a board of constructors. I was here when this timber arrived, and recollect all about that, but I do not recollect this letter, and I am inclined to think that about changing the bills was done while I was absent, by my assistant. If I was at the yard at the time, I did it. The letters are addressed to the constructor, and in my absence the assistant would open the letters.

Q. Have you any recollection of receiving a second telegram of that date?—"The bills for the timber delivered by Wallace will be made out as follows: Plank-stock, 46 cents; masts, 90 cents, if you consider this a fair market-price. I. Hanscom"—A. No, sir; I do not recollect that telegram, but I do the one about making the $2,000 bill.

Q. Do you remember this letter of Isaiah Hanscom: "The inclosed bills, two sets, of timber delivered by G. T. Wallace, forwarded with your letter of the 10th instant, No. 136, are herewith returned. The prices for the mast-timber and plank-stock are correct, but that for beams appears too low. There was an error in the telegram of the 7th instant to you with regard to the price of the beams. It should have been 65 per cubic foot, and not 55 cents, as stated; and you will please have new bills made out, with the alteration of 65 cents per cubic foot for the beams, if you consider that a fair market-price. Isaiah Hanscom."—A. I must confess I do not recollect that letter. I know, however, if I was at the yard at the time, I undoubtedly received it, and made out bills in accordance therewith.

Q. *This* letter, addressed to Commodore Preble, is under date of June 11, 1875:

"You will please allow Mr. George T. Wallace to land 15,000 feet of yellow-pine plank-stock at the Philadelphia yard or at League Island station—at whichever place it may be most needed.

"Very respectfully, your obedient servant,

"I. HANSCOM."

It had not then been bought?—A. No, sir; I had no knowledge that he was going to have it there until the receipt of that letter.

Q. Was that landed at League Island?—A. Yes, sir; they brought it to the old yard, and we picked out some stuff to make the masts of the Constitution of, and sent the balance down. We picked several sticks out.

Q. State if it has not frequently occurred that parties were allowed to store their lumber either at League Island or the old yard?—A. No, sir; not frequently. I do not know of a case here. I have known it done east, where people have been allowed to put timber there,

Q. Do you not remember that S. P. Brown was allowed to do it at this yard?—A. We bought a large amount of stuff from him. I do not remember the fact of his storing it there, previously, however.

Q. Did not a lot come here at League Island, and was it not afterward directed to be received by the bureau?—A. Yes, sir; that might have been the fact. We have had orders to receive and measure timber, the bills to be made out at some future day. I think we have had cases of that kind, but not storing it on a man's own account.

By Mr. JONES:

Q. It would be on his own account until you received it?—A. Well, if we measured it, he would know how much there was of it, and if he stored it there without its being measured, we might use a lot of it, and he not know anything about it.

By the CHAIRMAN:

Q. I call your attention to a letter addressed to the commandant by the chief of the bureau, Mr. Hanscom:

"Referring to your letter of the 26th ultimo, No. 12, relative to a quantity of about 23,000 cubic feet of white-oak timber, offered for delivery at the yard under your command, by Hatch, Land & Co., you are authorized to have it landed and inspected, with a view to its purchase early in the next fiscal year, if found to be of good quality, and offered at the lowest market-price."

A. I recollect that.

Q. That was to be stored there from that date, February 12, 1875, until the next fiscal year commenced?—A. Yes, sir; that is one instance; but I view that in the light that we virtually bought that timber.

Q. Then, if you bought it, there was an obligation incurred, was there not?—A. I understood so; that was my own personal view of the matter.

Q. And if an obligation was incurred, it was incurred out of an appropriation not yet made?—A. Well, that was a case; but that was no business of mine. I had nothing to do with it.

Q. Would not that be contrary to law?—A. That I do not know; I suppose it would. I know they do anticipate appropriations every year nearly, and have been doing it lately.

Q. They have been anticipating?—A. Yes, sir; I should say so in almost all the work they have been doing. Very often a contractor comes along and says, "Well, I will wait until next year for my pay." I have had contractors say that to me fifty times.

Q. Do you know where it was a fact that it was done?—A. No, sir; unless this case was one of them. Their saying that to me of course had no effect. I could do nothing but answer them that I could not make any arrangement with them, and that they would have to go to headquarters. I have known of a case where timber was allowed to be stored on the yard at California, without any reference to the purchase of it at all; but where it was stored in that way, with a view to its purchase, we measured that timber, and went through all the arrangements; and when the order came to bill it we were ready to do so at once. That is all we had to do when it was bought.

Q. Mr. F. M. Gibbs was employed at the navy-yard in this place as a pattern-maker?—A. Yes, sir.

Q. Did you discharge him?—A. Yes, sir; once or twice—two or three times.

Q. For what reason did you discharge him?—A. When we reduced the force we discharged him, because he was an incompetent man. He did not know anything more about pattern-making than a child.

Q. For what reason did you discharge him the second time?—A. For the same reason, because we wanted to reduce the force. I asked permission to discharge those ordered to be employed, and got word that I could do so; and then I told him to go.

Q. It appears by an order from the head of the bureau, under date of January 14, 1875, you were directed to re-employ him, and not discharge him without the order of the department?—A. Yes, sir. I received orders in this way subsequent to that date. I asked if those employed by order of the department were to be retained, or could be included in the dis-

charge, and then word would come back that I could include them, and then I would discharge him, maybe—him and others; and then an order would come to put him back again. That book does not contain one out of fifty of those orders.

Q. State if, during the time you have been at this yard, the head of the bureau, Mr. Hanscom, and the Secretary of the Navy, have not, from time to time, directed you to take on men, and designate, at the same time, the positions they were to fill?—A. Yes, sir.

Q. To what extent has that been done?—A. A great number, I could not say how many.

Q. Have you received such orders in what I shall term an unofficial manner?—A. No, sir; they would come through the commandant, but they would always be written in a manner that I should consider unofficial.

Q. How?—A. I have had little slips of paper written by the Secretary sent to the commodore with the Secretary's name on it directing four or five men to be employed.

Q. Were those orders dated away from the Department?—A. I think in some cases they were not dated at all. I would hardly know whether they were or not. They were scraps of memoranda. They were sent down to me by the commandant.

Q. Were they dated at any of the hotels in the city of Philadelphia, or Camden, or New York?—A. I think some of them were dated in Camden. I do not know about Philadelphia.

Q. Have you not received orders transmitting to you lists which were made out by parties not connected with the Navy Department?—A. Yes, sir.

Q. Or who said that they had the authority of the head of the bureau to transmit them to you?—A. I never received those lists unless they came by authority; they would bring the papers with them.

Q. And you say that has been done in large numbers?—A. Yes, sir; that has been done quite often. Some Camden man would come. The postmaster, Mr. Lee, and his brother, and Mr. Robeson had their heads together, and would have a list of names and then give an order to employ. This list would be made out by them, and the men would know it before I received it, and I would receive it through the commodore. They would come over and want to know if the names of such and such parties were employed, and I would say no. They would say an order had come to employ them, and perhaps a day afterward or an hour afterward a paper would come down from the commandant with this list with an order to employ them.

Q. Have a number of incompetent men been put on the yard under such orders?—A. There have been some incompetent men not qualified for the positions they held.

Q. In such orders they would be directed to be rated as skilled mechanics, when, in fact, they were not such?—A. Yes, sir; this pattern-maker was one of them. I could not state the cases now, but I had joiners and blacksmiths, and shipwrights, &c., and then I would be complained about. Folks would come to me and say, "You have got men at work there who are not joiners." I tried to cure it, but could not.

Q. Passing from that subject and taking another that is suggested by the correspondence, I have to call your attention to a contract for the delivery of white-oak knees made with Thomas C. Basshor & Company?—A. There was an order to receive a certain number of knees from them.

Q. That was done, was it not, upon a requisition made by you?—A. I think not.

Q. Did not that requisition originate with you?—A. I think not. I do not recollect ever making a requisition for knees. I might have written a letter asking for knees, but I do not think I ever made a requisition for them. We used to have a fashion of buying knees at any and all times, of whomever presented one or fifty knees at regular given rates.

Q. Do you remember writing that you needed them here?—A. Yes, sir; I think I wrote saying that we required a lot of knees.

Q. For what purpose did you require them?—A. For the Quinnebaug, the Antietam, and the Constitution. The Antietam was launched without being finished as a sea going ship, and was just kept as a store-ship, and we did not use any on her.

Q. When was the Antietam launched?—A. Last fall while I was off on that board of which I have spoken heretofore. She was calked and put overboard, and nothing else was done to her.

Q. When was the Constitution launched?—A. She was hauled off a day or two before the 1st of January. She was hauled on the dry-dock to take her off the yard.

Q. How many knees did you state, in your correspondence with the bureau, that you required?—A. I did not state how many I would require. I think the purport of my letter was that we ought to have a lot on hand; that we ought to have five or six hundred, or six or eight hundred.

Q. How many have been received under the contract with Basshor & Co.?—A. I do not know how many.

Q. Were you not notified of a contract first of 500, and then subsequently of one for 800?—A. I recollect 800; I do not recollect 500.

Q. Was not League Island in supply of a large number at that time?—A. No, sir; there were not 25 good knees in the yard.

Q. Had not a lot been received from Washington City prior to the making of this contract *with Basshor*?—A. No, sir; not that I know of.

Q. Had none been shipped from Washington City here?—A. Not that I know of.

Q. How many knees have been delivered here since March, 1875?—A. That I do not know; quite a number, but I do not know how many; probably a thousand, all told.

Q. From whom have they been received?—A. Principally from this firm of Basshor & Co., in fact, all from them. There was another party, named Joseph L. Savage, who had authority to put some in, and is now putting them in, I believe; he only had a few.

Q. Do you remember that Orvil Grant called to see you in regard to knees?—A. Yes, sir.

Q. Did he bring a letter to you from the head of the bureau?—A. He brought a letter of introduction, but I do not think it was from the head of the bureau. I forget now who it was from.

Q. Was it from the Secretary of the Navy?—A. No, sir; it was some friend of mine, merely introducing him.

Q. Did you receive no letter from the head of the bureau in regard to these knees?—A. Not except official letters that I know of.

Q. Did you get no private letter from any one?—A. I did—a letter of introduction of Mr. Grant, and another man with him.

Q. Was it Ripley?—A. Yes; I think that is the name. It was introducing me to both of them.

Q. Who was the letter of introduction from?—A. It was not from Mr. Hanscom. It was from somebody whose name I do not now recollect. I do not think I ever had a letter from Mr. Hanscom in reference to Mr. Grant at all—none except official letters, and they did not mention Mr. Grant's name. Mr. Grant saw me several times on the subject. The requisition about these knees has just come to my memory. My letter said that certain knees were offered, and I asked authority to buy them. I think that was the way the letter was written. Some one comes along, for instance, and offers me a lot of material, and it is necessary to have it, although we have no immediate use for it. Now, when they are offered to me, I say to them, "You make a formal offer of them, and I will write a letter to the Department asking permission to buy them." I think that is the way the knee question came up. I think he offered these knees, and I wrote a letter, saying they had been offered at less than Government rates.

Q. They were offered you by Grant and Ripley?—A. Yes; I think that is the way it was done. The offer is in writing, and ought to be in that letter-book.

Q. State if a practice of this kind prevails among contractors, and if your attention has been called to it. A contractor with the Navy Department, in any one of the classes in which there are a number of articles, makes his bid, we will say, for part of them, in which he makes a very fair or large profit. A number of other articles are below the market-price. The rule of the Department being to take the bid and scale it; that is, take its average. Then, when the contractor comes to fill his contract, he delivers the articles on which he makes a profit, but fails to deliver the others—A. Very often we have trouble on that score.

Q. And thereupon, if discharged from the obligation of his contract by the Department, he has made a good thing of it?—A. We often have trouble, and when we come to examine into it we think that that is the case. If they make nothing on some article and very much on the others, they get clear of delivering the losing article until the necessity for it has passed away, and we have had to utilize something else. We have probably got by our work, or whatever it may be, without it; and then when the necessity has gone we do not want the article.

Q. I call your attention to a letter from the head of the bureau, and ask you if that is one of that kind of cases, and whether you have any recollection of it. It is addressed to the commandant of the yard, dated April 14, 1875:

"SIR: Mr. George H. Creed having signified his willingness to close all uncompleted classes under his contract on July 1, 1875, you will please have the reservation-bills made out and forwarded to the bureau, and direct that no more deliveries be received under that contract.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*"

A. I recollect closing the previous contract. I recollect quite a number of articles delivered, and probably some of them came under that head. I do not recollect any particular inconvenience on that account, however. We were short of money, I think, at that time, and were glad enough to close it up.

Q. In the same connection I read to you another under date of May 24, 1875:

"Mr. J. W. Bucher having signified his willingness to close all uncompleted classes under his contract on July 1, 1875, you will please have the reservation-bills made out and forwarded to the bureau, and direct that no more deliveries be received under that contract."

A. I think I would make about the same answer to that as I would to the other, that there

was no inconvenience in closing his contract with us. There may have been some things there that he would lose money on in delivering. I think not to any great extent; his contract was pretty well filled. He was a Washington man. He put in some bids there that he lost pretty heavily on, I know. Some articles cost him five times what he contracted for. I do not think he made much on his contract.

Q. Who was the inspector sent up to Delaware to inspect the knees to be delivered by Basshor & Co.?—A. Mr. Keen, inspector of the yard.

Q. Where is he now?—A. He is somewhere about Philadelphia. I saw him the other day.

Q. Is he in the service of the Government at the present time?—A. I rather think that he is suspended, as everybody is suspended there at the present time. He is, however, about here

Q. Under date of July 19, 1875, I find the following order.

"Please forward to the bureau, bills for reservation due Messrs. Hyatt and Spencer under their contract of July 1, 1874, and receive no more deliveries under it."

A. I recollect that.

Q. They were large contractors, were they not?—A. They had been; they were not then. Their contracts would not amount to much. They were about as fair contractors as we had to deal with.

By Mr. BURLEIGH:

Q. I ask you, as an expert in the business of contracts, if, in the contract with the Government, where the contractor agrees to furnish all the materials and labor for building a vessel except the live-oak timber for the frame, you would expect that the Government under such a contract would get the frame out to the molds, and do the labor on it?—A. Most assuredly not. I would expect to furnish a lot of timber from which he could mold his frame; that is, if I had a stick that was not crooked enough, I would find one that was. I would spread the timber out for him.

Q. It is understood that the live-oak timber in a man-of-war is what is put in the frame?—A. Yes. sir.

Q. Then, if the contract merely stated the live-oak timber, would you consider or not that the Government was to get that timber out so as to be fitted for the frame?—A. I merely would furnish a piece of wood from which he would mold the frame and work it, either crooked or straight timber, as the case might be. I propose that they would pick it out for themselves.

Q. Then the live-oak timber in such case would not mean anything more than timber suitable for the purpose?—A. Suitable timber to mold the frame out of. If I had a pile of lumber, I should expect them to go to the pile and pick it out.

Q. What was done with the live-oak timber which you surveyed in Louisiana, and which was shipped to California, after it arrived there.?—A. I do not know what was done with it.

Q. Were you not in California when it came there?—A. No, sir.

Q. Nor since it has been there?—A. No, sir.

Q. When were you in California?—A. I left there in the spring of 1871.

Q. Was that before this timber was sent there?—A. Yes, sir; long before I went to the swamps to get it.

Q. Is there any live-oak timber on the Pacific side?—A. There is timber that they call live-oak. I have had some samples of it, but not any quantity, unless what Mr. Webb told me was true, that he found it down in Lower California. I do not know of any of my own knowledge. There is a little scrub-oak that grows there that they call live-oak, but it is not large enough to be called timber.

Q. If a contractor agrees to build a vessel, at whose expense would she be launched?—A. If he was to deliver her at any other point than the place he built her on, I should say that he would have to do it himself.

Q. In the absence of any specification in regard to a particular place of delivery?—A. I should say that he ought to launch her.

Q. In a contract with specifications attached, where it is stated that the work should be done according to contract and specification, would not everything in the contract and specifications have to be done by the contractor?—A. I should say so, unless there was some specification in the contract saying excepting this, that, or the other. I used to put a clause at the bottom of all the contracts that I ever made, so that if we omitted anything they would have to do it anyhow.

By Mr. JONES:

Q. I understood the contract was $2.55 a foot for live-oak delivered at Mare Island?—A. Yes, sir.

Q. Did that include the different classes?—A. No, sir: that was rather muddled. It was $2.55 for that delivered previous to a given time; $2.50 for that delivered after that time.

By Mr. Burleigh:

Q. Did that mean special pieces?—A. I can read the exact contract to you. It is the S. P. Brown contract:

"The Department is desirous of having live-oak timber furnished to the California navy-yard at as early a day as practicable, and offers to pay you for the delivery of the amount claimed at the California yard $2.55 per cubic foot for that portion delivered within seven months of the date of this agreement, and $2.50 per cubic foot for that part of the amount delivered after that time."

Q. In the specifications for the timber, is there no difference in prices for large timber and special pieces and crooked timber?—A. I do not think it is mentioned in the contract. It is not mentioned in this contract, at least:

"Your proposition to furnish and deliver to the navy-yard, Mare Island, Cal., as a portion of the hundred thousand additional cubic feet which you were authorized to furnish on your contract dated April 28, 1871, 5,000 cubic feet of live-oak, stem-pieces, stern-pieces, aprons, dead-woods, &c.; 40,000 cubic feet of live-oak promiscuous timber, and sided 12 inches, 17 to 20 feet long, with a natural curve of 15 to 24 inches, and 5,000 cubic feet of live-oak promiscuous timber sided 13 inches in length, 17 to 20 feet, with a natural curve of 18 to 24 inches, all to be of the best quality of live-oak, and to be inspected by a Government inspector or naval constructor previous to its shipment, to be insured to its full value for what it is worth when received at the navy-yard for the benefit of the Government, the policy to be filed in the Navy Department, for the piece of such timber in your contract to be delivered in the New York navy-yard with the additional cost of freight to California, lighterage, and insurance, which will make the cost of the timber when delivered at Mare Island navy-yard, $2.55 per cubic foot, has been considered by the Department, and thought to be above a fair market-price. The Department is desirous of having live-oak timber furnished the California navy-yard at as early a date as practicable, and offers to pay you for the delivery of the amount named at the California yard $2.55 per cubic foot for that portion delivered within seven months of the date of this agreement, and $2.50 per cubic foot for that part of the amount delivered after that time, payments to be made upon the amount shipped as certified to by the naval constructor, and when the insurance policy has been deposited in the Navy Department.

"Very respectfully, your obedient servant,

"I. HANSCOM.

"S P. Brown & Co."

That came with my orders as a part of those orders and instructions.

Q. I understood you to say that you said to Mr. Brown's agent when there was any timber that you rejected that you would not receive it, and he could send that north?—A. They were shipping timber north at the same time, and when they were not satisfied with my decision or measurement, I would say "I won't take that; you can send that off; you can sell it there."

Q. And they did so?—A. I suppose they did.

Q. Whom did that timber go to?—A. It went to Boston or New York.

Q. And to the Portsmouth navy-yard?—A. I suppose so. I do not know whether they sent any to Portsmouth. I do not know, of my own knowledge, of any vessels loading there except for New York.

Q. Did you not require as good timber north as you did in California?—A. Yes; but I had the first pick. I picked the timber right in the wood. There was no question about it with me; if it was not a good stick I would not take it.

Q. If you had been buying for the Government would you have selected such timber as was sent to the New York navy-yard for Government purposes?—A. I did not see all the timber that was sent to the navy-yard at New York.

Q. I understood you to say that you always gave the contractor a fair inspection according to his contract with the Government.—A. I did, always; and did justice to the Government as near as my judgment would permit me. I gave it the benefit of all the experience and knowledge that I had myself.

Q. I understand you to say that you made the specifications on which the Quinnebaug was completed?—A. Yes, sir; I wrote the specifications for that vessel under the direction of Mr. Hanscom.

Q. Do you know whether she was completed according to the specifications?—A. Up to the point of her leaving the navy-yard she was as nearly as practicable.

Q. No reductions or alterations, or changes were made by orders from the bureau, were there?—A. None that I am aware of that affected the vessel at all. There might have been some little change made in the deck-plan or hatches, but that does not affect the hull of the vessel at all.

Q. Have you a copy of the estimate to complete the vessel?—A. No, sir; I have not got it with me.

Q. I understand that you are here on centennial duty?—A. I am.

Q. What orders have you received since you have been here on that duty?—A. I have received but two.

Q. What were they?—A. One was to visit Chester and examine the Puritan.

Q. To whom were you ordered to report?—A. To the bureau.

Q. What duty did you do there?—A. I went down there and examined her, and made a little estimate of her weights, and one thing and another. One of the members of the board looked at some of the plans, and we came to the conclusion what ought to be done with the vessel, if anything, and then made a report.

Q. Were the requirements of the Government such that they could not commence removing the Government property from the navy-yard at an earlier day?—A. Certainly, they could have commenced removing the property at an earlier date than they did. I do not know any reason why they should not have done so.

Q. Without being detrimental to the Government?—A. It would not have affected that question at all.

Q. Would it not have been a great saving to the Government to have had more time to remove the old yard to League Island?—A. I think so.

Q. Is there need of two assistant constructors at League Island, or any other yard at any one time?—A. Yes, sir; at the large yards there is.

Q. Is there at League Island at the present time?—A. No, sir; I think there is not. I do not think there are two there now. There is one acting, perhaps. Now, if you come to the engineer corps you will find eight or ten engineers, and you come to the line officers and you will find from forty to fifty, and one solitary constructor to fight the whole of them, for he has to fight them all. It is well enough in a yard like Boston or New York that there should be two assistants to give them a little show. It is a continual pull at him all the time. If you ask the officers to do anything they won't help you at all; but if they ask the constructor for anything it has to be given at once.

Q. Did you know of any one bearing his name on the pay-roll in your department who did not perform any duty to the Government while you were connected with the Government in this yard?—A. There was one in Washington who was on our pay-roll. He performed duty at the Department. I did have Mr. Steele's men on my roll, but I required him to furnish me a certificate of their time each month. He was a constructor. He had one or two men employed down at Chester and Wilmington, and their time was turned in to me. He had a ship-carpenter from Boston named Magoon, who performed duty at Chester as assistant inspector. At the expiration of the month Mr. Steele would make a certificate and sign it, and I would place his name on the roll. We were authorized by the Department to do so.

Q. How many constructors were there promoted from assistant constructors last year?—A. Four I think.

Q. Was there, in your opinion, any actual necessity for the assistant constructors being made constructors at that time?—A. I do not think there was any need of so many being made. I think it was a mistake.

Q. Do you consider it an unnecessary expense to the Government on account of the pay being increased?—A. Yes: I think so.

Q. Is it your opinion that the civil engineers of the Department are needed in the yard?—A. No, sir; I think their services could be dispensed with, and their duties could be done by the constructor.

Q. With a saving to the Government?—A. Yes. I think we could get ships better adapted to our work.

Q. Do they not interfere with the constructor's department?—A. It is a continual drag with us to get them to do what belongs to them, so that we can go on with our work.

Q. Is there any duty performed, as a general thing, in the yard by the civil engineer that could not be done under the heads of the construction department?—A. There is none that I know of but what construction can do just as well, and nine times out of ten better than they.

Q. With more or less expense to the Government?—A. Less expense: because they would know exactly what they were doing, whereas civil engineers do not seem to know; at least, I never found one that did.

By Mr. HARRIS:

Q. I noticed you made the remark that while the contractors were having the use of the yard they took what tools they pleased and did not return them.—A. They used them as they pleased. In tearing up a vessel, one of the iron-clads, the two men who had the contract had the same privilege, and we were tearing up the Nebraska at the same time. In that case they would come and get our tools, and my men would complain that we could not get them back; and we have never seen them again.

Q. Were they not charged to these men if they took them?—A. We could not identify them. There was no way to charge them. If a man borrows a hammer or a maul, you could not charge it, hardly.

Q. To what extent did they borrow tools that were not returned?—A. I do not suppose the actual cash value of them would amount to much. Probably $200 or $300 would cover

that; but the inconvenience was great. A man leaving his maul at night and coming back in the morning, would find it gone. They robbed the tool-chest. We tried to detect them, but could not do it.

Q. That was done by workmen, I suppose?—A. Well, I suppose the bosses did not take them. We had no jurisdiction over the men; they did pretty much as they pleased.

Q. Then the inconvenience that you complain of is, that introducing men not under the direct employment of the officers of the yard, it was impossible to control them properly and keep the property safe?—A. Yes, sir; I found that to be the case—either public or private property.

Q. Do you mean to intimate that it was the fault of the contractor or of his employés?—A. The fault of the employés, and then, to a great extent, it was the fault of the contractor; if he wanted anything he would ask for it, and if we had not got it he would say, "Well, you ought to have such a tool; it is necessary for us to have it." I told them they could not get it; that we had to get along without it ourselves. There would, perhaps, be a little snarl on that, of course.

Q. Were you constructor of the yard during the period of the removal?—A. Yes; during the entire period. The yard was sold while I was there as constructor. I was here when Mr. Hichborn was here; I was working on the Constitution, and Mr. Hichborn relieved me as the constructor. We had two forces here—one down at League Island and one up here.

Q. Were you here after January 1, 1876?—A. Yes, sir; some days.

Q. In answer to the chairman you said that at the time you wrote a letter to Mr. Hanscom recommending the purchase of certain knees, you had not in the yard any knees except those which were condemned?—A Very few; I do not suppose that there were twenty-five knees in the yard that were good for anything, and they had been lately purchased. We had a pile of knees that had been culled over and over again. They were not rotten, but having been picked over so often there were none that could go in use. They might, possibly, if we were building small craft.

Q. How long before the yard was broken up did those knees come in?—A. A good while. We have not received any knees here at this yard for I do not know how long.

Q. Were those knees that were purchased under your letter to Mr. Hanscom sent to League Island or here?—A. To League Island.

Q. Did any of them come here?—A. No, sir; there have none been received at this yard for a long while; I do not know how long, say a year; they all went to League Island.

Q. Do you know what knees were sold?—A. I know that there was a pile of knees sold that I have spoken of.

Q. Were there other knees besides the pile scattered about the yard?—A. There were a few; they were taken to League Island.

Q. What were they?—A. They were good knees. I suppose there were thirty or forty of them.

Q. Who looked at these knees before they were shipped and before the auction?—A. I do not know that. I had them overhauled two years ago. They had been piled for two years before they were sold.

Q. Were there other knees about the yard that were afterward put on that pile?—A. No, sir; it was too high a pile to put them on. There might have been knees around the pile, but they did not go with the pile. I was not here when the knees were sold. I think I was here when they were taken away. The commodore sold these knees, and made a mistake, I think, in selling them. However, it did not amount to much. The knees in the pile had been culled over for the last twenty years, and it was a remnant of knees that had been used in this yard for I do not know how long.

Q. You say that the commodore made a mistake in the sale of those knees?—A. I think he made a mistake as to whether they were condemned or rejected knees or not. He did not know. I think he ordered the sale without thinking whether they were rejected or condemned knees, or whether they were good knees. They were piled up there because they were too good to destroy, and yet they were of no use; we did not know what to do with them. If we had to build a ship we might possibly have got half a dozen knees out of it; but I never would have gone to that pile if we had other knees to go to in the yard, for some of them were as old as Methuselah.

By Mr. HARRIS:

Q. Were they rotten or decayed?—A. No, sir; but in building a ship requiring five hundred knees I would have to buy two thousand to get a properly-shaped knee. Building another ship I could go over what was left and probably find a lot more suitable and then keep on buying new knees, putting in a lot, and once in a while I would hit on an old knee that would fit some particular place. These knees had been gone over probably for the last twenty years in that way, and they were the remnants; and we had never been able to use them. They had been handled over until it cost more than it was worth to handle them. We had a lot of rotten knees culled out from the sound ones, and piled the sound ones up twenty-five feet high, and cut up the rotten ones for fire-wood on the dry-dock and burned them on the dry-dock instead of burning cord-wood.

Q. You used *them as fuel for your engines?*—A. Yes, sir.

Q. What, in your judgement, was the value of that pile of knees?—A. If I were going to build a little schooner that I could work them into, probably what I would get out of them would be worth a couple of hundred dollars, and maybe more. As a pile, they were not worth the trouble of overhauling them again. I should not have hauled them to League Island.

Q. Did you recommend their sale?—A. No, sir; the commodore did that. The mistake was the newspapers made such a fuss about it. I think it was of very little consequence whether they were sold or kept. If a ship-builder was going to build a schooner of 200 tons, or two or three schooners, he might pick out a lot of knees that would do; but we could not.

Q. Were you present at the auction?—A. No, sir.

Q. Did you have any superintendence of the yard at the time of the delivery of any o the property at the time it was removed—I mean the iron, &c.?—A. O, yes; I was in charge of the yard up to and after the sale of it.

Q. Then you were only temporarily absent at the time of the sale?—A. Yes, sir: I did not know anything about it. I did not know that there was a sale of construction material to come off.

Q. You were constructor of the yard absent on temporary duty?—A. Yes, sir.

Q. Do you know of the sale of a certain amount of copper or brass or composition to Mr. McKay?—A. That was not in our department. I have heard them talk about brass that he bought in gun-carriages; but all the copper and composition that we have we send to Washington and do not sell it.

Q. Was there any sold to Mr. McKay by any department, that you know of?—A. I have heard him talk about these gun carriages, but I do not know anything about it personally.

Q. Did you know of the sale of composition to him at 16¾ or 16⅝ per pound by the department?—A. Merely what I have heard him say about it; I do not know anything about it, and have no connection with it.

Q. Did you know anything about the delivery of any iron to him?—A. Nothing, except the gun-carriages. He bought a lot of gun-carriages, as I understood him, and with these he bought the composition. I have no personal knowledge of that; that belonging to the ordnance department.

Q. What department did you have charge of?—A. The construction department.

Q. Was there any iron sold to him from that department?—A. No, sir.

Q. Was there to any person?—A. Yes, sir; to Seyfert, McManus & Co.; the Phœnix Iron-Works; Pennick & Co.; Mr. Roach, and Mr. Noblit.

Q. Seyfert, McManus & Co.'s iron was sold to them to be paid for in new iron?—A. Yes, sir; that was a separate affair from the others.

Q. That was not an auction-contract at all?—A. No, sir; I should like to explain that matter. Mr. Seyfert was at the office; came down and asked Mr. Hanscom if he would allow him to put in some new iron in the yard. During the conversation, Mr. Hanscom directed me to make a schedule of such iron as I should want for the next fiscal year, not exceeding a certain amount. I made such schedule. I forwarded it so as to make it official, as that was unofficial, or rather done through a crooked road: it did not come through the commandant. So, to clear my skirts of any fault that might be found, I made that schedule of the different sizes of iron, and forwarded it through the commandant, saying, "I herewith forward a schedule of iron made through verbal instructions." That schedule was furnished to Seyfert; Seyfert had some talk with the chief about the pay, and he was willing to take the old iron for pay at 1¾ cents for old iron. That was a portion of it. Then after this I would get an order, "Deliver to Seyfert, McManus & Co. so much iron, three tons for one."

Q. Do not mix the two. Under the contract to deliver iron at 1¾ cents, taking pay in new iron at 8 cents, how much did you deliver?—A. I could not tell you now without referring to the books.

Q. Was it weighed before delivery?—A. Yes, sir; all, excepting after the time the scales were torn out of the yard. It was all weighed pound for pound, and passes given for the amount.

Q. It was all weighed and charged to him?—A. Yes, sir.

Q. Did you receive iron from him?—A. Yes, sir.

Q. In compliance with the schedule that you made?—A. Yes, sir. We received beam and T-iron of all descriptions.

Q. You gave him bar-iron, too, did you not?—A. No, sir.

Q. What was the class of iron which he had?—A. Armor-plating. I gave him some that you might call bar-iron, but it was not what I understand by the general term. There were the stringers belonging to the Nebraska, and the plating and the old iron that came out of the Nebraska when she was broken up. That bar-iron was square bars, six or eight inches square and 20 or 30 feet long.

Q. Was that taken out of the vessel?—A. No, sir; it lay on the ground—never had been used.

Q. New iron made for that vessel, and never had been used?—A. Yes, sir.

Q. Was it fit for any other purpose?—A. It might have been made of use for any other purpose if they built a vessel of that class.

Q. Would it be fit except for some vessel?—A. No, sir.

Q. It could not be worked up as it was?—A. No, sir; not with the facilities we had.

Q. Then, practically, it was old iron and scrap?—A. Yes, sir; then there were piles of scrap such as you see around a blacksmith's shop—cuttings, chippings, and bolts and everything else, the accumulation of years.

Q. State if, in your department at the time of the removal of the yard to League Island, there was any throwing out of the iron from there into a pile that was to go to this firm.—A. No, sir; the iron that he delivered was the best quality we have had for a long time.

Q. I do not mean that. You had on hand in your department, at the time you began to move, large quantities of iron, I suppose?—A. We had this iron that we had delivered.

Q. And no other?—A. A small amount. Our iron-store was not very large. There was a very small quantity of iron in it.

Q. So that when you moved it was the same iron that you had had from him?—A. Yes, sir; other iron except what we had had from him was but a trifling amount.

Q. Hadn't you iron that had been on hand for some years?—A. Yes, sir; and that is there yet. It has been removed to League Island.

Q. In handling that iron that had been on hand a long time, did you not discard some of it and throw it into his scrap-pile?—A. No, sir; if it was done it was done without my direction or knowledge. I do not believe there was a single bar. I saw the loads of iron pretty much as they went out.

Q. Did you see the iron loaded upon scows?—A. Yes, sir; there was a conglomeration of old stuff. I never laid my eyes on a greater.

Q. Were you present at the time that McKay was carrying iron to his scows intended for transportation to League Island?—A. No, sir; I cannot say that I was. I saw it after it was loaded up.

Q. Were they not carting iron to both those sets of scows at the same time from the same pile?—A. No, sir; not to my knowledge. I do not think any such thing was done.

Q. How happened the scales to be torn up so early?—A. That was one of the yards and docks' bright movements. They generally do the wrong thing first. They were about the first thing taken up.

Q. Who is responsible for that?—A. That is more than I can tell you.

Q. Who is at the head of the yards and docks?—A. The captain of the yard was at the time. He was supposed to represent that department. There was a man there named Thompson who did all the work thoroughly belonging to that department, and I think he was the responsible man. Word came to me almost as soon as we commenced that the scales were gone. Now, what were we going to do? We were at a dead-lock, of course. Nobody had said anything to me about taking the scales up. By whose orders it was done I am unable to tell.

Q. Was the yards and docks department cleaned out first?—A. Yes; I think they got their stuff away first. They were pretty well moved before we commenced to move ours.

Q. Would it not have been economy to have put down a new set of scales after that?—A. If you had been there and seen the way things were done you would have been glad to get a chance to do anything. They were tumbling things down in such a way that a man could not have put a new set of scales there; they tumbled buildings down pell-mell, helter-skelter, and on top of everything. I dared not walk down the yard and did not for a long time; it was as much as a man's life was worth.

Q. In that confusion would it not have been very easy for a man to take what he pleased out of the yard?—A. The watchmen prevented them from passing the gate. I have no doubt that there was pilfering and all that sort of thing. I would go down the other side around my house and down on the wharf, but it was lookout for your head all the time.

Q. Who had the actual superintendence of the iron which McKay carried to League Island? What Government officer was in charge of that?—A. I was.

Q. Do you know that he carried to League Island all the iron that was designed for that destination?—A. I believe that he did as much as I believe that I am talking to you now.

Q. Did you show him from time to time what you required of him?—A. Yes, sir; and pitched into him pretty sharp once in a while if he did not hurry up with certain things. Sometimes he handled things pretty roughly and I would pitch into him; and he said that the people did not give him a chance; and they did not, because his particular point was time.

Q. Who had charge of iron going to Seyfert & McManus?—A. That was under my charge, but Mr. Reynolds handled that. He represented Seyfert & McManus.

Q. He did not represent the Government?—A. O, no; I represented the Government; that is, Mr. Hoover and myself.

Q. Do you know, with reference to that, whether they took any iron that was not designed for that place?—A. No, sir; I do not think they could; I do not see how they could. All the iron in the yard belonged to construction. I do not suppose there were ten tons belonging to anybody else, although others would claim it. For instance, yards and docks would accumulate a scrap-heap, but every bit of that came from construction.

Q. Do you know why this transfer and removal of the navy-yard was delayed to so late a period?—A. I have *no knowledge of that.* I did all I could to prevent the sale of the

yard, by talking with several members of Congress whom I knew, and Mr. Cameron. I pointed out that it would be injurious.

Q. Congress passed the law early enough to have enabled the Department to have sold it months before they did. I suppose nobody is to blame if they obey Congress; but the question is, why after the passage of that act the removal of the yard was so long delayed?—A. I can give no reason for that.

Q. Was there any work going on in the yard?—A. There were then several vessels that were still on the stocks, the Quinnebaug, the Constitution, Nebraska, and Antietam.

Q. Up to what period did you keep a full gang of hands on the yard?—A. I had not had a full gang of hands on for several months before the sale of the yard. It was only just after we decided to sell the yard that we put men on to complete the vessels.

Q. Did you begin to dismantle the yard as soon as the work was done?—A. Yes, sir; I think we did before it was completed.

Q. When was the sale?—A. December 2.

Q. Could not a great portion of that material have been moved at any time during the summer, say the iron and the timber?—A. There was not much timber to move except planking. There was lumber, but not much timber.

Q. Could not that have been removed?—A. Most assuredly.

Q. Was there any good reason why this was delayed until the last thirty days?—A. I do not know anything about it. They may and may not have had any good reason.

Q. Was there any reason coming within your knowledge or observation as naval constructor here that you could assign?—A. No, sir; I had no knowledge as to when it was going to be sold.

By the CHAIRMAN:

Q. From your stand-point was there any reason whatever?—A. None that I know of.

By Mr. HARRIS:

Q. Why was not the iron and a great portion of the timber and some machinery iron removed some time during the summer?—A. We could not remove the machinery while we were at work. We wanted the iron if we were going to work. We wanted the blacksmith's shop to go on with.

Q. Then, if you were bound to finish the vessels, and needed these tools and this timber to work there, that is a reason within your knowledge?—A. That is not a reason, because they could have given me an order to finish the vessels sooner. If they had ordered me to finish the vessels within a given time, on the 1st of January one year ago, they could have sold the yard as well as not on the 1st of July; but if they did not order me to complete until July, they could not sell until the 1st of December. I never had an idea that they would sell the yard until I had got as far as New York or Washington.

PHILADELPHIA, *April* 18, 1876.

EDWARD HARTT recalled and examined.

By the CHAIRMAN:

Question. Do you know anything about any practice prevailing in the department for the last few years of making or remaking bills for materials or supplies furnished to the Navy?—Answer. No, sir; I know the practice of telling us not to make bills excepting after a certain date; that is, to hold the bills back and not make them until that time arrived.

Q. Was that done with a view to running the supplies for one fiscal year over to the other for payment?—A. It seemed to be so. Say, for instance, this is April; we would get, perhaps, an order not to make any bills until after the 1st of July.

Q. Then when you made the bills out after the 1st of July they would be payable out of that year's appropriation?—A. Yes, sir; I used to indorse on the bills when the authority was given for buying the goods. I did that in one or two cases, I think; and that was changed afterward. I did not do it except in one or two cases, I think.

Q. Do you know of any instance in which the constructor at the yard was directed to have new bills made out?—A. I think it was done, but I cannot say positively. I think it was done in several cases; that is, we made several bills before the order arrived, and then we withheld them and made out new ones after the 1st of July.

Q. Cannot you state that positively?—A. No, sir; I could not. I could not say what bills they were.

Q. But you can state positively that there were some?—A. I think there were.

Q. Did not you approve them?—A. Yes, if the bills were made; but I am not certain about that. I have not made bills. I think I was sharp enough not to make the bills. I think I anticipated something of this kind, and did not make the bills myself, but put people off and let it rest. I think that was the case. I had heard that there would be no more money paid out of this year's appropr'ation, but everything would have to go over to next year.

Q. You were directed to make out bills for S P. Brown for white-oak plank or plank

stock. Were the prices at which you were directed to make out the bills in excess of the market-rates at which that kind of lumber or material could have been purchased?—A. I think it was higher than the regular market-price at the time.

Q. How much in excess?—A. I could not say exactly. I did not go into the market to buy much, but I should say $15 on a thousand, or somewhere along there, if my memory serves me aright; say $10 to $15 a thousand.

Q. Do you remember the price that was paid Mr. Brown per thousand feet?—A. I think it was somewhere about $88.

Q. Could not this species of lumber have been bought in this market at $60?—A. I hardly think it could be. That would have been $28 difference.

By Mr. BURLEIGH:

Q. What is the price of that kind of lumber at Norfolk now?—A. I do not know that. We have not bought any lumber lately. It has all been bought for us. We have not gone out to seek prices. The only timber I have bought has been some yellow pine, and that was bought from the regular dealers; going and finding out what they would charge me. I would purchase from the lowest party.

Q. I call your attention to class No. 4 in the report of the Secretary of the Navy. Is that the class of timber as shown in the report of the Bureau of Construction for the present fiscal year, white-oak plank?—A. I would have to obtain the schedule to find that; but I suppose it is, from the fact that it is in the report.

Q. Taking this to be the official report, it would appear that that class was not awarded under the annual letting?—A. Yes, sir.

Q. I ask you if, that being the case, Mr. Brown has not been furnishing it?—A. Mr. Brown has been furnishing a large amount of timber, and during this present fiscal year, but it is on open purchase and not on that class.

Q. And you say that that open purchase is in excess of market-rates?—A. Yes, sir; of what I thought and think yet have been market-rates. I think it was $88 that was paid him, although I am not sure.

Q. Do you know anything about the relations existing between the Messrs. Cattell or Mr. Noblit and the purchasing-paymaster at this place?—A. The relation between Mr. Cattell and Mr. Noblit and the purchasing-paymaster I know nothing about at all, nor about Mr. Cattell, excepting socially; I am acquainted with him. I have had no business with him at all. I have had some business with Mr. Noblit.

Q. Who in your department, when open-purchase orders are given, furnished the principal supplies demanded at this place?—A. I can hardly tell you that; if it was timber, Mr. Gaskell furnished it since I have been here; I mean those purchases that I required myself.

Q. I mean those that came from the bureau?—A. The largest amount in dollars and cents has been furnished by Mr. Brown.

By Mr. HARRIS:

Q. I call your attention to a letter from Isaiah Hanscom to the commodore, under date of September 13, 1875, where I find "for the No. 2 pine lumber delivered by Mr. Brown, bills will be made at $52 per thousand feet, board-measure."—A. I think that was ordinary pine lumber.

By Mr. BURLEIGH:

Q. What was the value of that in the market?—A. That is more than I can state.

Q. What kind of lumber was it?—A. My impression is that it was ordinary pine boards; what we call lumber, and not timber.

Q. This lumber was used for boarding purposes?—A. We used it for promiscuous purposes. There was some clear and good stuff among it, and we used that aboard ship for bulkheads, &c.

Q. Where did the rest of it go?—A. I guess it is there yet. We have not used much of it. It went in making molds and boxes, &c.

Q. For boarding buildings?—A. No, sir; that would belong to the yards and docks.

Q. What kind of boxes do you make?—A. We often make them to pack things in the storehouses.

By Mr. HARRIS:

Q. Under date of November 3, 1875, by letter of Mr. Hanscom, you were called upon to forward bills for plank furnished to League Island by S. P. Brown, within three months?—A. I was.

Q. You were again called upon on the 4th of same month to furnish "bills for white-oak timber and plank and white-pine lumber delivered by S. P. Brown, for which bills have not yet been made out, at the prices given in the previous letter?"—A. I was.

Q. I find under date of November 16, 1875, a letter from Mr. Hanscom to the commodore in which he states, "A bill in triplicate in favor of S. P. Brown for $38,523.10 is herewith returned. Please have it canceled and direct in lieu of it two separate bills to be made out for the following-named amounts: 162,200 board feet of lake-oak, at $88 per thousand, $14,273.60;

26,025 cubic feet of lake-oak, at 74 cents, $19,258.80; and 8,050 cubic feet of sea-coast oak at 62 cents, $4,995, the two last items making $24,249.50, and to deliver the bills to S. P. Brown." I ask you whether those are the prices which you refer to in your previous testimony?—A. Those are the prices; $88 per thousand.

Q. Eighty-eight dollars per thousand, board-measure, and 74.62 cents per cubic foot for the timber?—A. Yes, sir. According to my idea sea-coast oak is worth more than the other, and they bill it at 62 cents a foot, while the other was billed at 74 cents a cubic foot.

Q. One being a little over $50 a thousand, while the other is a little above $60?—A. Yes, sir. There was but a small quantity of sea-coast oak.

Q. How much do you say the market-price for the lake-oak bought by cubic measure was at the time of the purchase?—A. I do not know positively, but I should think from $12 to $15 less at least per thousand. I do not know that very positively as I was not in the market, buying.

Q. Do you think the sea-coast oak charged here at 62 cents was above the market-price?—A. No, sir; I think that was a fair market-price.

Q. State whether the lake-oak charged at $88 was above the market-price?—A. I say that it was. I think it was $15, above the market-price. There are three items here, lake-oak, $88 a thousand, board feet, new lake-oak, at 74 cents per cubic foot, or a little rising $60 a thousand.

Q. Do you say that was above the market-price?—A. I should say that was about market-price.

Q. And how as to the sea-coast oak?—A. I think that is below.

By Mr. BURLEIGH:

Q. Is the Norfolk oak more or less valuable than the lake-oak?—A. This side of the mountains anywhere near the sea-coast I consider it the best timber. So far as I am personally coucerned I would not receive western oak and would not have it in a ship. It is full of bunch-worms.

EDWARD HARTT recalled and examined.

By Mr. HARRIS:

Question. How much has been done at League Island toward making a navy-yard?—Answer. There has been nothing done except that they have erected the building for yard and dock purposes to carry on their work for completing the other buildings. There have been no walls, docks, or foundations for ships, or anything of that kind started.

Q. How much land does the League Island yard contain?—A. I don't know that.

Q. Is it much larger than the old yard?—A. It is.

Q. How much money do you imagine it would cost to put that place in as good condition for navy-yard purposes as the old navy-yard at Philadelphia was when they began to tear it down?—A. Five million dollars.

Q. Do you think this one could be built up as the other was for $5,000,000?—A. Upon consideration, I am wrong. The $5,000,000 is in consideration of the fact that you were going to make a territory to build the thing on. You would only have the foundations. You cannot lay ships at League Island now. To make that a ship-building yard you would have to build a wall and have the basins inside—that is, wet basins—for ships to lie in. You cannot anchor them in the stream in such a way as to hold a vessel.

Q. You would have to build basins inside of the river front?—A. Yes, sir.

Q. In your judgment, how much would it cost to carry out the plan contemplated for League Island?—A. The plan that it had been laid out upon would cost $50,000,000 to carry into execution.

Q. After they have got it done would it have advantages over the old yard?—A. No, sir; there is a difference of opinion between the civil engineers and us as to what constitutes a navy-yard. They have laid this plan out in such a way as to contemplate the building of a city. There are a lot of storehouses and shops, but no apparent places for building ships. Although they have dry-docks and basins, they have no places to spread the timber out and hew it.

Q. How high above high tide is the general surface of the place at the present time?—A. I should judge it would average from 6 to 8 feet below. It is surely 10 feet below extreme high water.

Q. Then the whole thing has got to be built?—A. It has all got to be filled in.

By Mr. BURLEIGH:

Q. And raised 10 feet?—A. A little more.

Q. Do you know how much water you have there?—A. By going out far enough there is abundance of water. I don't recollect the soundings.

Q. That is, by building or filling out to where the front line is calculated to come, there would be plenty of water?—A. Yes, sir.

Q. Was there plenty of water at the old yard?—A. Out to the front line there was. We used to have to dredge for the dry-dock.

Q. Vessels drawing 20 feet of water could come in there at high tide, could they not?—A. Yes, sir: the largest vessels draw 22 and 24 feet; but we had no trouble about the draught of water. What shallow water there was was made up of soft mud, and the ship would settle there as easily as in the water.

Q. Can you state why anybody connected with the Navy should desire the sale of the Philadelphia yard?—A. I cannot. I used to argue, and saw every reason why it should remain there, and I can see no reason why it should have been moved.

Q. Do you know whether the city required or demanded it?—A. I do not think they did. I think the city was opposed to it; that is, those who knew anything about it. I have spoken to the city officials on the subject.

Q. Can you tell where the scheme of removal originated?—A. I cannot tell you that. There was a great talk and fight about it, both in Congress and out of Congress, but where it originated I do not know.

Q. Do you know who has been most active in procuring that change?—A. I do not know anybody who has acted in it at all. Everybody that I spoke to about it seemed to side with me.

Q. Do you know whether the Pennsylvania Railroad brought any influence to bear upon the question?—A. I do not know that; they may possibly have done so.

Q. What, in your judgment, was that land worth the day it was sold, for other purposes than a navy-yard?—A. I don't think it was worth what it brought.

Q. For a navy-yard, it was worth how much?—A. As a navy-yard, as it stood, it was worth much more money than it brought. I do not think it would have brought that much money if it had not been for the two rival railroads.

Q. Is there any necessity for a navy-yard in the city of Philadelphia if it is going to cost, ultimately, forty or fifty millions? Do you think it would be an advisable expenditure in view of the existence of the other navy-yards of the country?—A. I do not like to give an opinion on that point, for the reason that I probably would have all the Philadelphia people in my wool. I think myself it is too far from the ocean for an ordinary navy-yard.

Q. What is the distance?—A. It is ninety miles from the ocean; and in winter time the river is hardly navigable.

Q. It is represented that iron-clad fleets have some advantage in being in the fresh water in this river. What is the truth about that?—A. There is an advantage in that respect. If you are going to lay your vessels up, probably League Island, after you had built a basin, would be a good place. I should make a rolling-mill on League Island, if I had my way. We have more difficulty and trouble in getting iron than any other material.

Q. Do you think that the Government should work its own scrap?—A. Yes, sir; and make its own iron.

Q. Even in the pig?—A. Yes, sir; from the ore.

Q. Do you think the Government could make it as cheaply as individuals?—A. They could make good iron. We have great trouble about the iron. You cannot always tell about it until it is gone; and when it is carried away and a dozen men, perhaps, are killed, you can then see, when it is too late to remedy it, where the trouble was.

Q. How many bureaus were there in the navy-yard when the change commenced?—A. Engineering, Navigation, Yards and Docks, Equipment, Ordnance, and Construction.

Q. In the change from the old yard to the new yard, did the officers in charge of each of those separate bureaus superintend the transfer?—A. I suppose they did. I do not know about that. Yes, they did; because I heard talking about moving this, that, and the other stuff.

Q. Who had command of the whole thing?—A. Commodore Preble.

Q. So far as you know, did he give orders and directions to those men requiring them to superintend the removal of the property in their own charge?—A. I believe so. He gave me several instructions that were necessary in order to allow my stuff to be moved, telling me who the contractors were, and what parts of the duty I was to perform.

Q. It has been testified here by one witness that at the time the iron in the construction department was being removed, McKay threw out such as he pleased, as old iron, to be carried over to the Queen street warehouse, and that he selected such as should go to the other place.—A. I do not believe there is a word of truth in that statement.

Q. Have you personal knowledge on that point which will enable you to state the truth about it?—A. I know that I saw the iron and gave the passes for the iron as it was loaded. The moving of the iron which McKay moved down to the navy-yard, and the moving of the scrap-iron out of the yard, were two separate and distinct affairs, and were not connected at all, nor was it ever done at the same time. I saw the scows loaded. The good iron that went down to League Island was loaded, if I recollect right, on the Burlington, and was not put on the scows. When this iron was taken out, I would have seen it if it had been done. I do not see how it could have been done without my seeing it or knowing it. The store-clerk and receiver were there, the receiver having special charge, and if any such thing had been done without my seeing it I have every reason to believe that they would have reported it to me. They are honest. The receiver would not have permitted such a thing

to be done without my knowing it. As far as its being done as a common thing, it is not so, although, possibly, a bar or two might have been thrown out without my knowledge. McKay was not directly or indirectly interested in the iron question, as I understood.

Q. He bought the iron, did he not?—A. No, sir; he did not buy any iron.

Q. He had an interest with Seyfert & McManus?—A. I think not. I do not think he had anything to do with the iron question, although, in fact, I do not know their private business except that I know he had an interest in the gun-carriages and the composition which he bought, I never heard McKay's name mentioned in connection with the iron there, directly or indirectly.

Q. Did you not know that it was bought on joint account?—A. No, sir; and I do not think it was.

By the CHAIRMAN:

Q. You recommended to the commodore the employment of the boatswain, Briscoe, did you not?—A. I asked for his services to assist me in lashing the ways under the ship Constitution. He was employed as an officer of the Navy.

Q. Was that the only purpose for which you asked his assistance?—A. That is all. That is the only purpose I ever had him for. We were in a hurry to get the ship off, and somebody had to lash it. It is usually customary for the riggers and boatswains to do it. I therefore asked for the services of the boatswains to assist me, which was denied at the time. In reference to Mr. McKay being in concert with Seyfert & McManus for the purchase of iron, that may be so; I do not know their business; my understanding was different. They may have had a partnership concern, but they did not act as if such was the fact. McKay has never said anything to me about the iron from that day to this.

Q. You knew of his purchase of 16 gun-carriages, did you not?—A. Merely by hearsay. I have heard of his trying to dispose of them since.

Q. Are they good for anything?—A. I suppose they are just as good as any carriages.

Q. Why did the Government sell them?—A. I don't know that. All I know about it is that they were sold.

Q. Had the Government at the close of the war more of those things than they thought prudent to keep?—A. I think that is one view to take of it. I really do not know how many they had, nor what they did with them, nor what they thought they ought to keep. All I know about it is that the gun-carriages were sold, and Mr. McKay told me that he had bought them.

Q. How was the composition which belonged to them taken care of?—A. The composition went with them, as I understood. My understanding is merely what I heard said; I had no actual knowledge of the fact.

Q. How much weight of composition would there be on a gun-carriage?—A. A considerable amount; probably a thousand pounds.

Q. I desire to call your attention to the letter from Commodore Preble, purporting to be addressed to yourself, and will then ask you for an explanation of the matters referred to therein. The letter is as follows:

"SIR: Your letter is received. Mr. McKay's contract was forwarded to the bureau, and its particular attention called to the additional clause you refer to. It is not considered to affect his offer to remove everything belonging to construction (as in his first contract and Mr. Rice's offer) placed at his disposal.

"Mr. McKay was understood to remove everything. He must settle his claims for extra service with the bureau.

"Your letters evince, in my opinion, more anxiety to protect Mr. McKay's interest than the department you represent.

"Respectfully, &c.,

"GEORGE HENRY PREBLE,
"*Commodore, Commanding.*

"To Naval Constructor EDWARD HARTT, U. S. N.,
"*United States Navy-Yard, Philadelphia.*"

The WITNESS. You should read the whole correspondence to understand that letter thoroughly. I received a document from the commandant, which was from Mr. McKay. It was an offer to the department to remove all this material, and an order saying that the commandant would consult with the naval constructor and make the best terms possible to have the stuff removed at once, as it would be necessary to be all removed before the 1st of January. The commodore sent me a note directing me to call and see him. I went up there and took the papers with me. I said to him, "These are pretty steep prices that Mr. McKay has asked, but I don't see what I can do about it. It seems to me, from the appearance of things, that it is to go on. I can make this thing more binding by drawing it over again so that he can't quibble about moving everything. He has offered to remove the stuff in detail—this pile of lumber for so much, and that pile of iron for so much, separating each item, saying how much he would charge to remove the several items." It seemed to me as if there might be something in the yard not mentioned in the contract which would turn up,

and he would not remove it, and after paying him a round price we might afterward have to pay him extra to remove certain stuff. Among the rest of the material was that belonging to the Constitution. It was by the strongest exertions that I could get the Constitution off, but after that the blocking and ways would still be there. In the sale of the yard, the Constitution was excepted from the 1st of January clause. I said, "If I can include all that stuff belonging to the Constitution in McKay's contract, I will do so." The commodore said that was right, and it would be fixed. Mr. McKay was sent for and he agreed to go to work. I was to draw the paper up and he was to have it signed. I drew up the paper, changing the wording of it, and the latter clause of that paper read that he was to perform all the duty, whether it was named there or not, and was to remove all the stuff. The next day I received an order directing McKay to go to work. He had gone to work by verbal instructions that day. The commodore told him that he might go to work. His contract was approved. The next day following I got an order to stop Mr. McKay; that somebody else had offered to do the work for $10,000. I went to Mr. McKay as soon as I could, and told him that I had that order, saying that he must stop work. He said, "I won't do it. I stopped work once before and lost a good deal of money for it, and I am not going to stop." I told him it was a queer state of affairs, and said, "I got you into this, and told you to go ahead." He would not stop work, and they ordered the marines out and stopped him. They then ordered me to make an estimate of how much work he had done. I went out within fifteen minutes and went over the work, and estimated that he had performed so much. That is, say for the sake of the argument, half of the material was removed. He would, then, be entitled to half the money for removing that; and if one-third the entire batch had been removed, he would be entitled to one-third of the money, and so on, using the best of my judgment in making the estimate. In the mean time, he had taken all the scows off of our hands. We had stopped all our work, and all our contracts for scows, &c., had ceased at the time he took possession. I got that estimate made up, and just about the time I was sending it forward, along came an order to form a board to estimate it. They formed a board, and I was one member, and when they got together they wanted to make out that he had done about $1,000 worth of work. My report had gone in that he had done $10,000 worth. I said in my report that owing to the circumstances and my understanding of the contract, I could not agree with them in reference to the $1,000 worth of work, more or less, in their estimate. The commodore then wrote a letter to me, wanting to know what my understanding of the contract was. He wrote me back that if my understanding was that he had no right to stop Mr. McKay, then that was incorrect, and should not be considered. That was just my understanding exactly; that McKay, having a legitimate contract, had a right to go on. Sooner than to contradict him and make any words, I merely said in my reply that my understanding was, first, that the contract was a valid contract, and if he had agreed to remove a pile of plank at $1,500, and there had only been three plank there, and he had removed two of them, he was entitled to $1,000; that is, if that was the agreement. There was, in point of fact, a large pile of plank.

By the CHAIRMAN:

Q. State if the contract, as drawn up by you, did not on the face, ever say, "subject to the approval of the bureau?"—A. No, sir; the contract did not.

Q. Was it not understood with the commodore and Mr. McKay and yourself?—A. No, sir; it was understood by me to be subject to the approval of the commandant. The commandant did approve it.

Q. I notice in this connection a letter from the commodore to yourself, dated December 28, 1875, which is as follows:

"SIR: You had no authority from me, verbal or otherwise, to authorize Mr. McKay to remove any articles under his first offer until after its acceptance, subject to the approval of the bureau, on the afternoon of Tuesday, the 14th instant. Anything moved prior to that time was on your authorization and not mine. You told me on Monday, the 13th, p. m., that you would require twenty-four hours to examine and consider his offer."

The WITNESS. Yes; but the assertion that he makes there that he did not authorize it is, in very modest terms, false. He told Mr. McKay to go ahead, in my presence. He did not tell me to go ahead, but he sent down stairs for Mr. McKay and told him to commence.

Q. I understood you in your estimate for damages, or what was due McKay for the labor done there, that he was entitled to damages by virtue of the acceptance of his offer.—A. I was to estimate how much work he had performed, and my estimate said one-half, one-third, or one-fourth of whatever material there was removed.

Q. Then in making your estimate, whether it was one-half, one-third, or one-fourth, you looked to the terms of his offer or contract?—A. Of his offer as amended. That was the only foundation I had to go by.

Q. In other words, you turned to the contract and did not consider what was the value of the labor?—A. No, sir; I merely took the terms of the contract. That is what he (the commodore) takes exception to. He made another subsequent contract with Mr. McKay, which contract I never saw.

Q. That was on the basis of Mr. Rice's proposal?—A. Yes, sir; he sent me a letter in which he inclosed a statement, and said that if Mr. McKay would sign a contract similar to that, he could go on. I sent that to McKay with the commandant's order, and that is the last I saw or heard of it. But McKay came and said to me, "I have orders to go on." I told him that he could not touch a thing until I got orders from the commodore.

Q. I notice that you had apparently another controversy with the commodore in reference to chartering the Burlington.—A. That is probably part of the same thing. This contract, McKay, it subsequently appears, takes up to the commodore and gets advice of counsel, and goes along about his business, making arrangements with the commodore himself. He never sent it to me or told me anything about it. The commodore sent me a letter saying he would allow McKay to go on, or he told me that verbally, and I forget which. McKay went on. By and by I got a letter from the commodore asking me to tell him whether he had completed his second contract. Then I wrote a letter to the commodore telling him that I had never seen McKay's second contract, and didn't know anything about it. In the mean time I had got the Constitution off, and the 1st of January had gone by, and here was all the Constitution stuff laying on the ground. McKay came to me and said, "I won't touch that. I have put a clause in my contract exonerating me from touching that."

Q. I understood you to say that you had never seen Rice's offer or proposition.—A. I have never seen Rice or his offer.

Q. It appears by a reference to a letter here in the commandant's letter-book, under date December 16, 1875, in a note addressed to you that, "by direction of the Bureau of Construction and Repair, you will allow Mr. McKay to go on with the removal of the construction material, if he will do it as low as the price named in the inclosed offer. Mr. McKay will sign an offer similar to the inclosed if he agrees to perform the work for the amount named."—A. Yes; I recollect that.

Q. Then you did see it?—A. No, sir; that was merely a piece of paper with writing on it, but with no name. If that was Mr. Rice's offer, it is the first knowledge I have of it. I never knew and never dreamed that it was his offer. The paper came to me that if McKay would sign a paper similar to that, he would be allowed to go on; but that was merely a sheet of paper with some writing, but with no signatures or names, nor was I told whose it was, nor do I know to this minute that it was Mr. Rice's offer. Mr. McKay takes that and goes up and completes his business with the commodore. He don't come near me. He is a little shy of me, because he knew I had put that clause in. When it came back, and McKay did not propose to remove the Constitution stuff, I immediately wrote to the commodore and told him about it, and that is what he means by saying that I had studied McKay's interest more than the interest of my own department. I wrote him back word that I considered it an insult, and that I had no reply to make. He says in one of his letters that he sent that contract through my office. It is false. It never came to my office. I never saw it, and never knew a word about it until he sent me the copy. He put words in my mouth, and made assertions that were not true, and he knew them not to be true; because when he says that he sent that contract through me, I say that he did not. When he says that he did certain things there, I say that he did not.

Q. Have you any recollection that the commodore called your attention to complaints or reports made to him of men employed by Mr. McKay, throwing anything out of the construction building?—A. No, sir.

Q. Say, for instance, lead or tin?—A. I heard something of that through the police. We put a man on the outside to watch; but those were not McKay's men particularly that I know of.

Q. I notice in the commodore's letter-book the following letter addressed to you: "It has been reported to me by Mr. Wilson, captain of the watch, that several men employed by McKay, whom he arrested, had thrown out of the back window of one of the construction buildings a lot of saws, which Mr. Wilson recovered from a man in the act of carrying them out."—A. I don't recollect such a letter; but I recollect that circumstance. Possibly I received a letter.

Q. As a matter of fact, considering the number of men that were being employed on the yard at that time by contractors, in the removal of buildings, and the number of men employed by the Government in the removal of material, taking the case just as it stood, the Government on one hand loading its barges, and Reynolds and Seyfert, McManus & Co. loading their barges, state if there was not such confusion and disorder that it was impossible to protect the interests of the Government.—A. The thing was one complete scene of confusion; you could not tell whether you stood on your head or not, and you could not go down the yard with safety. They were pulling and hauling in every direction. You could not tell whose men were whose, and confusion was confounded.

Q. Answering now in the interests of the Government, who was responsible for that disorder and confusion?—A. I could not tell who the individual was. I know very well I was not, for I wiped my hands of the whole thing and stood by and looked on, and said to myself, "Well, here, we can't help it; we have got to let it go on."

Q. Could not the interests of the Government have been protected by allowing more time in which to have removed the material?—A. Yes, sir; but the orders were that it must be done before the 1st of January.

Q. Does not the responsibility attach to those who gave the orders?—A. Yes; I should say so.

Q. Were there complaints of thefts made repeatedly during the period of the removal?—A. Yes, sir; reports of petty thefts were made repeatedly. We did the best we could, but could not stop the people from stealing.

Q. Have you any idea of the quantity of material that was carried to the Queen-street wharf unweighed?—A. Yes, sir; I think it was probably about 250 tons.

Q. Does that include copper, brass, composition, and things of that kind?—A. I am not aware of any copper going there.

Q. Or any composition metal?—A. No, sir; not a pound from our department. We had none. All the copper composition we had we boxed up and sent to Washington.

Q. Are you aware of any bar of new iron of any description being carried to the Queen-street warehouse?—A. No, sir; excepting the armor-plating and armor-bars of the Nebraska.

Q. Was none taken from the construction building?—A. None was taken from the construction store. I do not believe there is a bar there, or that there ever has been. If it was taken, I should probably have known it through the receiver.

Q. If it was taken, it was improperly taken, was it not?—A. Yes, sir; there was no pass for it. The passes will tell what iron it was and what order required it to be taken.

By Mr. BURLEIGH:

Q. It did not require passes for the boats to leave the wharf, did it?—A. Yes, sir. If the police allowed anything to go without my authority, of course I could not help that.

By the CHAIRMAN:

Q. Was your attention called to the fact that a raft of timber, or lumber, was taken up the stream instead of down?—A. One of my rafts, which I picked out to make some spars out of, got adrift from the dock and drifted up to Simpson's. I sent for it and got it back. It was three or four sticks.

Q. Was there any other raft than that?—A. No, sir. This was a raft that I had purchased. I picked out several sticks for the Constitution's masts. I told the man to haul them in the basin, and in the confusion of pulling so many scows and lighters, some fellow cast this thing off, and it went out, and was gone a half an hour, and my man went out in a boat and got it. He could not get to it quick enough, and some one had made it fast. One of the officers, or somebody else, wrote a memorandum on a slip of paper, saying that one of our rafts had got adrift.

Q. Has your attention been called to the mode and manner in which the brick and other material were delivered at League Island?—A. Not as to the manner of delivery. I do not know anything about that.

Q. Have you been at League Island since?—A. No, sir.

Q. Who was the Burlington chartered or hired from?—A. From Wood & Dialogue.

Q. Are they the same parties who purchased the sectional or dry dock?—A. I believe so; they have a dry-dock over there.

Q. Do you know what efforts you and others took to collect the amount of money they bid or agreed to pay for the dock?—A. I never had any connection with it, and never knew what they agreed to pay for it.

Q. Was it sold before you came to the yard?—A. Yes, sir.

Q. And if it is unpaid for to this day, you know nothing about it?—A. I do not know anything about it. There are no papers or records in our office in reference to it, so far as I know. League Island is run independently of us now, and the officers down there would do whatever they had to do without consulting me.

Q. Do you know anything about a quantity of iron shipped from the Philadelphia yard to Roach, Pennock & Co., Cramp & Sons, and others?—A. We delivered to them, and they carried it out to the railroads in some cases and took it away. We did not ship it ourselves. I merely delivered and weighed the iron to them, they shipping it.

Q. Your books should show that weight, should they not?—A. Yes, sir.

Q. Has the name of the cast iron ever been changed into wrought iron?—A. Yes, sir; it has been traded from cast to wrought; that is, two-fifths was called wrought. Why it was done, I do not know. It was not changed on the book, but merely a memorandum was made that such change had been requested. The record stands correct, as far as the cast iron is concerned.

Q. By whose order was that?—A. There was no order about it. Mr. Steel came around to take all the amounts of iron delivered to the different parties, and when he came to cast iron, he says, "Why can't it be made all wrought?" I says, "It can, by taking the market valuation." He said he would rather have it all wrought iron. We changed it, saying, here would be 5,000 pounds of cast iron changed to 3,000 pounds of wrought iron. I think the proportion was two-fifths, although I will not be sure of that. That does not affect the accounts at all. They stand the same; the books showing the cast and the wrought iron.

Q. Explain why that was done, if there could be any reason for it.—A. I do not know why. That was Mr. Steele's action and not mine. We had nothing at all to do with it here.

Q. In other words, the suggestion came from him when he had a quantity of cast iron on hand to resolve it into such a quantity of wrought iron?—A. Yes, sir.

Q. That wrought iron was to be delivered to the parties who had bought iron from the Navy Department?—A. It was already delivered. For instance, in taking up the scrap-iron promiscuously through any yard, and in this yard particularly, there is a large amount of old cast iron, old machinery, broken wheels, and pulleys. They took that up and weighed it as cast iron, and turned it in as cast iron. He said, "Why can't this all be made wrought iron?" I told him so it could by changing the mark; it was merely a red cross made, and so many pounds of cast iron were carried in the recapitulation as wrought iron. That is what it says in the book.

By Mr. BURLEIGH:

Q. Five pounds of cast iron to equal three pounds of wrought iron?—A. Either five pounds of cast iron to equal three pounds of wrought iron, or to equal two pounds of wrought. It is correctly stated in the book.

By the CHAIRMAN:

Q. What possible reason could there be for that?—A. That is more than I can tell you. It was merely, as I understood it, for him to make up the aggregate quantity of iron. It did not enter into the account at all; it was only for him to make his report of the aggregate amount, going around to the several navy-yards. It did not affect us.

Q. It did not affect you right there at the yard, but did it have any affect anywhere else?—A. Not that I am aware of. It did not affect us in our dealings between McManus and ourselves. There was the quantity of iron in the account, and it will be settled accordingly.

Q. Is that account of McManus made with the officers of the yard, or with the bureau at Washington?—A. With the bureau at Washington. I had nothing to do with this transaction except to keep the account; I did not make the transaction or the arrangement for the delivery of the iron. The arrangement was made, and orders would come to receive or deliver, as the case might be.

Q. State whether in making that exchange, there is not opportunity of fraud as against the Government?—A. No, sir, unless there was a fraud in the price. So far as these accounts are concerned and the amount of iron delivered and received, it is just as honest as any banking transaction that ever took place in the world. There is no opportunity for fraud, so far as I know.

Q. How would it be in making the change when he came to his report?—A. There might be a chance there of writing two pounds for five, when it ought to have been two and a half for five, but the whole matter don't amount to more than three or four thousand dollars.

Q. That is all in that individual transaction?—A. Yes sir.

Q. But if it runs through all the iron dealings of the Department, it would amount to a much larger sum, would it not?—A. I do not know what other transactions of that kind there are. The cast iron here is a very trifling matter. My idea was, that he did not want to make two items of cast iron and wrought iron—that he wanted to get a fair statement.

Q. Have you ever been stationed at League Island?—A. No, sir.

Q. Have you ever inspected any material delivered there?—A. No, sir.

Q. Have you never inspected any lumber?—A. The inspectors under me inspected all the lumber that was delivered there, but no question ever arose which rendered it necessary to call me in. The inspector is supposed to go along until some controversy arises, or somebody makes a complaint that he does not get justice done. I would then take the matter in charge.

Q. Did you ever supervise the work of your inspectors down there to see whether they were acting rightly?—A. No, sir; I never was called on in any one case that I know of.

Q. Did you inspect the knees that had been delivered?—A. Not down there. I inspected those delivered up here. I don't think there were may knees delivered down there. There were a few, but not many delivered down there until the time of my leaving.

Q. Who inspected the knees delivered by Bashor & Co.?—A. Mr. Keen, the inspector.

Q. Who inspected those delivered by Mr. Savage?—A. Mr. Keen, so far as I know.

Q. Did I understand you that you had suggested the purchase of the ship-knees?—A. Yes, sir; I think so. I had done so time and again.

Q. Is that so in the case of Savage as well as Bashor?—A. No, sir; I don't recollect that it was the case in relation to Mr. Savage.

Q. Did Mr. Savage make his contract here, or with the bureau at Washington?—A. With the bureau at Washington. We always wanted knees. We are always short of them, and always glad to get them.

Q. Has your attention ever been called to a timber-bending machine at the Boston yard?—A. Yes, sir.

Q. What is your opinion as to its value or use to the Government?—A. I really do not know that. I saw them bending a stick of timber once. I do not think the machine is of much account, although I do not know much about it. I have no practical knowledge of it. On our visit there I saw the machine put into operation, and it bent two sticks very *nicely*. It was a large machine. Whether it is going to be of any use to the service, I do *not know*.

Q. Since you have been connected with the service, do you know of any officer or agent r employé of the Government receiving any pay or gift or reward of any kind from contractors?—A. No, sir; I know it to have been offered, but I never knew it to have been received. I had it offered to me time and time again, and in pretty large amounts—as high as 50,000.

Q. By whom?—A. It is so long ago that I would rather not mention that.

Q. I mean within the period since the year 1870.—A. I have had three or four offers, and I would not like to expose them. They were offered in good faith—one of them at any rate. A party said that he understood it was the custom. I told him it was not my custom, and he begged my pardon and said no more about it. He was a personal friend and did it in a friendly spirit.

Q. Did Mr. Bigler ever do that?—A. No, sir; he is too mean for that.

Q. Did Mr. Swift?—A. No, sir.

Q. Did Mr. McKay?—A. No, sir.

Q. Did Mr. McKay, at any time, ever give you a watch?—A. Yes, sir. On Christmas eve I found a watch in a package on my table from him. I did not know what to do or what to say about it. I had known him a good many years, and he put it as a Christmas present. A few days afterward I went to McKay and told him I could not retain that watch, although I should like to keep it, and that it grieved me to return it. I returned it to him.

Q. Do you remember about what time you returned it?—A. In about four weeks, I think. We talked about it a long while before I returned it. He tried to persuade me differently, and I thought it over and talked it over. At last I said to him, "Here, I never have taken anything yet, and I guess I had better not take this."

Q. Did S. P. Brown or A. P. Brown ever make any offer to you?—A. No, sir.

Q. Did Hyatt & Spencer?—A. No, sir.

Q. Did Bucher?—A. No, sir.

Q. Did the Messrs. Cattell, or either one of them?—A. No, sir; I never had any dealings with any of them.

Q. What prominent dealers who are contractors with the Navy ever offered you anything?—A. Must I tell it?

The CHAIRMAN. Yes, sir.

The WITNESS. Well, Mr. Gaskell. We bought a lot of stuff from him, and about that time Gaskell came down to see me. I think he said that he had $500 in his pocket for me. I said, "What is that for," and he replied, "Well, we are indebted to you that much." I said, "Just keep it there. Don't take it out."

Q. Did he say that it was customary that those things should be done?—A. He said he so understood it. He said I had benefited him. I told him what I had done was open, frank, and aboveboard. Said I, "When I first came here, you thought I was abusing you; but I think you find now I am a fair-dealing man." That ended it, and he apologized.

Q. Did any other person among the prominent dealers with the Government ever approach you in that manner?—A. There was one who wanted to make a present to me, and I told him I would not take it. That was Mr. Reed. He wanted to know what he should present to me. He has some connection with the firm of Land, Hatch & Co. On reflection, I rather take that back, because he did not make any offer. He asked me if he owed me anything. He put it in the light that if I said "yes" he would have given me something, but he did not make me an offer, nor did the other man, Gaskell, show me any money. He merely said that he had it, and I declined even to look at it.

Q. Do you know of any instance where gifts have been made to the members of the families of those in the naval service?—A. No, sir.

Q. Or any debts or engagements met for or on behalf of them?—A. I can only answer for myself. I do not know anything about other people's business. I know I never received one penny, good, bad, or indifferent, nor did any of my family, and if I caught them at it I would take their hides off. As to others, I hear it mooted around that such is the fact, but I have no knowledge of it.

Q. Do you happen to know whether, in the construction department at this navy-yard, a gentleman named Kennedy is a clerk or writer or employé?—A. I recollect that there was such a person. He was an old man, I think, in the timber-inspector's department. I think his name was Kennedy.

A. Do you know where he is now?—A. No, sir. I have not seen or heard of him lately.

Q. Do you know of any person in the naval service who has any interest, direct or contingent, in any patent being used in the naval service or in any contract with the Navy Department?—A. No, sir.

Q. Were you at the navy-yard at Mare Island, California?—A. I was attached to that yard.

Q. If you have any knowledge of any frauds or abuses in connection with the naval service at that point, state the same to the committee.—A. I have no knowledge of any fraud or abuses at that yard.

Q. State to the committee to what extent committees of either party interfered in their recommendation for the employment of mechanics and laborers at that yard, and while you are replying you may in your answer refer to the navy-yard at Philadelphia.—A. At this yard it would cover a *tremendous amount of* ground. They sent me petitions at Mare

Island, and so far as I could, I paid attention to them. I would employ the men where I could do it consistently. By and by I received petitions asking me to retain a man, and then another petition, perhaps from the same man, asking me to turn the man out.

Q. I refer to political committees.—A. It was a general committee that would do this. In most of their dealings when they found I would not enter into the spirit of affairs, they dealt with the commandant, and my orders came through him. Instead of recommending them for discharge or employment, the commandant would order me to do that. At first he trid to coax me to do it, and finally discharged me because I would not go into it as deep as he wanted me.

Q. Do I understand from your answers that the political committees assumed to take control of discharging and taking on men there?—A. Yes, sir; indirectly they did.

Q. By what authority was such interference recognized?—A. By the commandant, I think.

Q. Did you have any orders or directions from the bureau at Washington in relation to it?—A. I do not think that at Mare Island I got any orders from the department; I do not recollect any. They came from the commandant direct.

Q. Now reply as to this yard.—A. As to this yard, the department ordered a great many men to be employed. Congressmen claimed the nomination of the men.

Q. Were you directed by the department to recognize the right of the Congressmen to do so?—A. The directions were given before I came here to divide the men equally in the congressional districts, as near as could be done consistently.

Q. In making that direction, did it include Mr. Randall's district as well as Mr. O'Neill's and Mr. Kelley's?—A. Yes, sir.

Q. And his recommendations were to be carried out?—A. No; they didn't put it in that way. I filled his district, however, by taking on such men as he recommended, and filled it up by such men as I picked out myself. It left me a little chance to employ a few men on my own hook. I however employed every man he recommended.

By Mr. BURLEIGH:

Q. Do you mean to say that out of the other districts you did not employ any man on your own knowledge?—A. I don't think I did. Each Congressman had a list of the men in his district, both Charles O'Neill, Mr. Myers, and the rest, and if there was any man on that list whom they did not like, all they had to do was to say so, and I scratched his name off and put another one's name on at their selection. I got along with them all very well, except with Charles O'Neill, who would always have one extra man.

Q. You were familiar with all the buildings and fixtures at the navy-yard here, were you not?—A. I was, before it was thrown down.

Q. State to the committee what it would cost to lay the foundations and build the buildings and walls at League Island and put them in as good condition as those were in the old yard.—A. I could not give you that in detail. I said some time ago that it would cost five or ten millions of dollars to make a navy-yard of that place.

Q. I mean just what was above ground?—A. I could not say how much it would cost; say $1,000,000. They have got to fill in to make the foundation. If you stand the buildings up on stilts you might work.

Q. Would $1,000,000 complete the walls?—A. No, sir; I thought you only meant to refer to the buildings. It would take $1,000,000 to lay the foundation and erect the same buildings that were at the old yard.

Q. How much would it cost to build the walls out to deep water and make them as good as they were at the old yard?—A. You cannot do that. The circumstances are different, so that you cannot make them as good as they were here. They will either be better or will not be there at all. Ships could not lie at the wharves down there as they did up here. You might build piers out. It would cost, say, $1,000,000 more to build piers or make proper wharves so that vessels could lie as safely there as they could here.

Q. In regard to the iron, if it be shown you that a lot of full-length bars of angle-iron—light iron, say 2½ inches each side, and ¼ of an inch-thick—was delivered, among the wrought iron, to Seyfert, McManus & Co., as scrap-iron, would you say that was according to the understanding that you had of this trade with the Government?—A. No, sir; I should not, if it came from our stock.

Q. If it came from your stock it came from it improperly, did it not?—A. Yes, sir; undoubtedly.

Q. Do you not know that such iron is up in the Queen-street warehouse with that iron, brought from the navy-yard?—A. No, sir; I did not.

Mr. BURLEIGH. The committee have seen it there.

The WITNESS. I do not believe it was taken from our iron in the yard. If such is the case, I have been so terribly deceived that I cannot believe anything. In all the transactions and all the carting of iron back and forth, I have yet to see the first piece that was improperly taken, large or small.

Q. Do you not know that most of the iron has been removed from the Queen-street warehouse?—A. No, sir; I don't know whether it has or not; I have made no inquiry in that respect.

Q. We have been informed that it has been almost all removed, but we have still found that lot there.—A. Those people have large quantities of iron.

Q. You said that the ship Constitution was being repaired. Where was that, and in what condition was she at the time you commenced work upon her?—A. I had hauled her ashore on the ground, and we planked and calked her.

Q. Did you plank her all over outside?—A. No, sir; just from her water-line up. She had been stripped several years ago, and had been allowed to lie and go to pieces. I took an interest in her, and the Department authorized me to repair her.

Q. In what condition was her frame?—A. Quite sound; there were probably not a dozen bad sticks in it.

Q. Was the frame made of live-oak?—A. Yes, sir.

Q. Do you know that three pounds of wrought scrap was not worth in the market as much as five pounds of cast-iron scrap at the time the agreement was made of which you have spoken?—A. No, sir; I think it was worth more; cast-iron scrap was not worth much. I think there was about double the difference between wrought and cast; 2½ would have been about right.

Q. Did you say that there were no facilities for repairing ships, or for ship-building, at League Island at the present time?—A. There are none that I know of.

Q. How much money would have to be spent to make facilities of that kind at League Island?—A. We could build a ship there by putting in a foundation which would cost, probably, about $200,000.

Q. That would be for one vessel?—A. Yes, sir; I do not know what kind of a bottom they have there. They say it is a good, sound bottom. I doubt it. I know we have had to go to a great deal of trouble and expense to sink a flag-stand, but I never have been there to inquire into how much it would take to make a foundation for a ship. I think a good foundation might, perhaps, be put in for $100,000.

Q. Under those circumstances, what is the object of sending knees now to League Island?—A. There is no better place in the world to store them. They are things that we ought to keep a big stock of at all times.

Q. Have knees been purchased and landed there recently?—A. Yes, sir; some are being landed there now, I believe.

Q. Are there any better facilities for storing knees at League Island than at the other yards?—A. Yes.

Q. Better than at the Portsmouth yard?—A. Yes, sir; it is all salt-water at the Portsmouth yard.

Q. Is not salt-water better to keep timber in than fresh-water?—A. No, sir. You want fresh-water on account of the timber-worm. If you can get salt-water where there is no worm, then the salt-water would be the best, I think.

Q. If they removed iron by night from the Government navy-yard, you did not see it?—A. No, sir; I did not see it, and I did not know it. I don't believe that there was a pound of iron removed from there when our receiver was not there. There was such a hurly-burly, helter-skelter, pell-mell, that it was hard to know what was done.

Q. Don't you know the teams were there working until 10 or 11 or 12 o'clock at night?—A. Yes, sir; but it was pulling big timber. I don't think they were hauling iron. They had no facilities for working at iron in the night-time. They could not work at it to advantage, unless they were stealing it.

Q. We have information before the committee that team after team during the whole evening or the fore part of the night, was loading iron from the same pile, taking part to the League Island navy-yard, and carrying part to Seyfert, McManus & Co.'s warehouse; what do you think of that?—A. You may have that evidence, but I don't think there is one word of truth in it.

Q. You were not there to see, were you?—A. I didn't see it myself, and I don't believe it.

Q. Did any bar-iron go to Seyfert & McManus?—A None but this large bar-iron that I have spoken about belonging to the ship.

Q. Was there any round iron?—A. None, except bolts. There was what you might ca bar-iron. The strapping of the Nebraska went there, but it went as scrap or old iron, although bar-iron in one sense of the word. It was not actual bar-iron, as I understand the term.

Q. Would not that strapping be bored?—A. Yes, sir; it would be punched with holes.

Mr. BURLEIGH. This bar-iron that was moved there was not punched with holes.

The WITNESS. I don't know, then, what it could be.

Q. What round iron was that?—A. It was bolts.

Q. Were there no bars?—A. No bars went properly, and no straps or other iron that had not been used went properly, except this Nebraska iron. In other words, so far as I was concerned, nothing went but what ought to have gone, which was legitimate scrap iron. If there was anything else taken, it was improperly taken; but I do not know it, and I canno conceive that it was taken.

By Mr. JONES:

Q. Who was there to take charge of it?—A. Our receiver delivered everything, and passes came naming every team, and what the articles were.

Q. I mean in the night-time when they were sending it down to the wharf.—A. I did not understand that it was sent down in the night. I understood that it was only the timber that was moved in the night-time. Whatever was removed in the night was surreptitiously moved. I know nothing about it.

Q. You also say that you do not know of any composition metal being removed from the yard in those boats.—A. Copper pipes were spoken about as being taken away. I know nothing about them, and I know nothing about composition metal of ours. We never sent away any composition metal that I know of, except what was sent to the Washington navy-yard to be recast. Just before this sale occurred, I boxed up, I don't know how many boxes, and shipped them aboard the ship Tallapoosa until we filled her up.

Q. What other department in the yard would have had large quantities of that material?—A. Ordnance. Some of that composition was left and did not go to Washington.

Q. Did large quantities of that composition metal go from the ordnance department to the Queen-street warehouse?—A. I have understood that, and I have heard Mr. McKay tell about having bought gun-carriages at a certain price. I had no connection, however, with it, and I do not know how much there was of it, and never saw it. I have seen the gun-carriages as they stood out in the back part of the yard, but have no knowledge as to their quantity. I think there were eighteen carriages.

Q. Would not those gun-carriages and slides do for any other vessel?—A. I suppose so; but I had nothing at all to do with them.

Q. Was that composition metal which you sent to Washington valuable to the Government to work again?—A. Yes, sir. Once all our composition castings were made at Washington.

Q. Is there not a general order never to sell any composition, but to send it to Washington?—A. I do not know whether there is or not.

Q. That has been the custom at the yard, has it not?—A. It has been the custom of the construction department to send it to Washington.

By the CHAIRMAN:

Q. Do you know of any material that you have rejected being afterward received: and, if so, by whom?—A. To come down to a fine point, I have had the inspector, or rather the expert, look at articles and say they were not what he required. The contractor would come and say they were the articles I ordered, and were according to sample. I have found that they were what I really had ordered, and I would say that that was so, and we would take them. The foreman who would go up as an expert would be perhaps a new foreman, or he had perhaps changed his ideas as to what he wanted, and then wished to change the contract to conform to his ideas. I would then do what I thought was justice in the premises.

Q. Have you any idea to what extent the practice prevails to which I called your attention some days ago, of contractors being let off on the fulfillment of part of their contract?—A. I do not think, as far as my knowledge is concerned, that it ever went far enough to make any difficulty or to injure the Government to any great extent, to my personal knowledge. I never knew a contractor to be let off where it amounted to anything of any consequence. Sometimes cases occur where contractors have taken a contract to furnish articles that cannot be furnished. They have been asked for but cannot be found. We would then substitute something else or close the contract. We do not have any trouble with the contractors who bid for the yearly contracts; that is, we have no trouble that amounts to anything. It is with the big contractors taking contracts for the ship that the trouble arises. I do not have any trouble with a small paint-brush sender, or anything of that kind but when you come to inspect a ship, for instance, you are in hot water all the time and have to watch every moment. They will hire unskilled workmen, and will do bad work, and we are consequently in difficulty all the time; whereas when a man has a few sticks of timber or a few locks or hinges to furnish, it don't make so much difference.

By Mr. BURLEIGH:

Q. Do you know any instance where parties have taken contracts in your bureau, and have not, according to your ideas, performed their contracts properly, and have been afterward, let off by the Department in Washington?—A. No, sir; not according to my understanding of your question. I have known them to be let off, as I believe, because the Government had not the money to pay them—because they were short and were glad enough of an opportunity to close the contracts.

Q. I mean when they have not fulfilled all the specifications of the contract and have been paid for the whole contract.—A. No, sir; I never heard of such a thing.

Q. Are you familiar with all the contracts in this vicinity for building and repairing vessels?—A. No, sir; I don't know anything at all about them.

Q. Nor whether they have been built or not?—A. I do not know that. For instance, when the Alert was there I was ordered on a board to see if she conformed to the general specifications in the contract. What the terms of that contract were I did not know anything about. All I knew was that there was the vessel, and knowing the specifications almost by heart, I went over to look at her, looked at the cabin-work, and saw as a whole

t she was substantially what was called for. I could not detect anything on which I ıld put my finger and say that it should be changed.

Q. If there was anything in the specifications and it was not completed. whose fault uld you consider it?—A. The fault of the local inspector who inspected her. I could t discover the fault probably.

Q. In building a vessel where the spars were mentioned in the specifications, would the ntract be completed unless the spars were built by the contractors?—A. Certainly not.

By the CHAIRMAN:

Q. Applying the term "building a vessel up to naval standard," would you say that the uron, the Alert, and the Ranger were equal to that standard?—A. No, sir.

Q. In your opinion, how much below or above it are they?—A. They are 25 or 30 per nt below it.

Q. Which one of them is the better vessel of the three?—A. The one which is at Wil-ington. I believe she is called the Ranger. She is the one built by Harlan, & Hollings-orth.

The CHAIRMAN. I have heard the opinion advanced that those built by Roach were 50 er cent. below.

The WITNESS. You asked me how much below, and I averaged the three. Fifty per cent. getting down pretty low. I can hardly say 50 per cent. If you take into consideration y opinion as to the proper mode of riveting a vessel, then she is 50 per cent. below; but I n setting myself against the world there, and may be my opinion is not correct. They l rivet these vessels smooth-riveting, and I say it is wrong.

Q. What do you say as to the value of the Huron, Alert, and the Ranger to the Govern-ent service?—A. That is something I cannot answer, for the reason that I hardly know hat service they are intended for.

Q. Say as men-of-war, for instance.—A. As small gunboats, I take them to be equal to ıy other vessels of the same rate.

Q. Was it a judicious expenditure of public money to build such vessels?—A. In some spects I should say yes, and in others, no. If you wanted a large cruiser as a man-of-ar I should say no; but for small gunboats they will do very well.

Q. Suppose the object to have been to build a class of vessels of speed sufficient to be hat are technically called "commerce-destroyers," what would then be your opinion?—I should not think that they would come up to that standard.

By Mr. BURLEIGH:

Q. Or to compete with English and French vessels of the same class?—A. They will com-te with English and French vessels of the same class.

Q. Do you think they will compete with them in speed?—A. I think they will, although lo not know about their engines. I see no reason why they should not. I hear a good ıl about English speed, but I find, when they come to try them, that it is not there except paper. I think our vessels are as good as the English vessels in that respect. There is ne trouble, I believe, about the boilers and about the style of engines; but I am not a ficient engineer to answer whether they are the best in the world or not. I have never n any English vessels any better than they are. In that class of work the English and ıch work is not so good as our own.

By the CHAIRMAN:

Q. You stated to me personally that you desired to make some statement in regard to tain proof alleged to have been made before a committee by Assistan Constructor Varney. ceed with your statement.—A. I noticed in the papers, some time ago, that he made the tement that he found the yard at Mare Island in a very corrupt condition; that I had names of men on my roll who were not there to do the work. I desire to denounce t statement as false; and if necessary to produce witnesses in support of my denial. I ı produce the man who kept the accounts to show that the statement is false. Mr. Varney ɔ says that I was interested in a $15,000 contract. I have no knowledge of any $15,000 tract, and had not until after I had left the yard. Then a man put in a claim for extras work that he, Varney, had had done. Varney made a lot of changes for which I was sequently told a claim was put in; but I had nothing to do with it, and was not there he time.

Q. Who was that claimant?—A. O. M. Berry told me about it. I think the contractor's ne was Risden. Berry put in a lot of tools. I had arranged how the tools should go to iform to those that I put in in Boston. As soon as he took charge he turned the work npletely upside down, and the parties protested. After having finished it a claim was de for $15,000. I never heard of it until a year afterward. Berry told me about it ee or four or five months ago. This occurred immediately after I left California, which s in the spring of 1871, I think.

Varney says, furthermore, as I understand it, that I was interested in an iron-mill. I iew nothing about an iron-mill, and had no dealings with any such. I had dealings with infort, Kellogg, and Rail. *They were hardware-dealers* and merchants. I found we ere paying *14 and 15 cents a pound for iron*, and complained about it. I said that it cost

us so enormously to do anything that I was afraid to move. During the conversation the agent of this firm said, "We will furnish you iron for 7¼ cents." I went down and saw Mr. Linfort, and he said that he had consulted with the Pacific Rolling-Mill people and they could afford to furnish it at that price. I immediately wrote a letter to Washington to the chief of the bureau, Mr. Lenthall, and told him of that offer, and that I wanted permission to buy it of those parties at a price not exceeding 7¼ cents. As soon as that authority came there was a hullabaloo. The Navy agent was not satisfied, and the other dealers were not satisfied. When I came to order the iron, up came a telegram or letter saying, "We want to charge 8 cents." There was some hitch about it. I telegraphed back, "Will you deliver at 7¼?" The answer came, "We will deliver at 7¼."

By Mr. BURLEIGH:

Q. Those were not the same parties who had been delivering at 14 cents, were they?—A. No, sir; other parties had been delivering through the Government agent, who had been buying iron for 15 cents.

Q. Who was the Navy agent there at that time?—A. The man who got into trouble before Spaulding. He was the agent who was there in 1870. That was the only dealing I had with the Pacific Rolling-Mill. They sent me the samples first. I never knew, directly or indirectly, one member of that iron-firm, and I do not yet know them. I do not know whom the iron came from that was shipped from the East. The general complaint of Linfort was that they could not get their iron in, although others were getting paid 15 cents. I then wrote directly to the Department, jumping everybody out there, and the authority came back as I have stated. That upset the ring.

Q. Was there a ring out there controlling the purchases for the navy-yard at that time?—A. I suppose so. Mr. Varney now puts it that I was in with the rolling-mill. I do not know a living soul connected with that mill, and had nothing to do with them. Even if I had, I should claim that I did a pretty good job by buying iron for less than one-half, which I did in that transaction.

Q. Had a large amount of iron been bought at the price of 15 cents?—A. It had been coming in all along, either in large or small quantities, ranging in price from 13 cents to 15 cents. I wanted a good lot for the Pensacola, and as soon as I could get it for 7¼ cents I made up a schedule, and was glad enough to have a stock on hand to use from. Being pinched for a bar of iron often adds largely to the expense of working in the yard. By having a good fair stock to pick out of, we get along a great deal better; and my experience in that regard has been such as to make me secure a liberal supply of everything. I am not what you call a pinched man. I want to lay in a large stock from which I can pick out what I want, and I consider that to be true economy. In regard to ships' knees, I don't think you can have too many on hand, for it will not be long before we shall be unable to get any at all. I ought to say further that half of Mr. Varney's time was taken up attending to church. He was crazy, I think, on a particular kind of religion. He acted very strangely both toward me and everybody else. If there was any question about having a man's name on the roll, the man not being there, Varney was the one who ought to have known it, and it was his fault if such was the case, and not mine.

By the CHAIRMAN:

Q. State if you regularly and duly reported to the head of the Bureau of Construction your measurement and the amount of timber shipped under the Brown contract to Mare Island, California, which was assumed by Bigler in 1872.—A. On May 4, 1872, I reported 27,280.07 feet; on June 24, 1872, I reported 22,716.66 feet; on July 9, I reported 7,597.68 feet. That covers the whole amount shipped to California. I reported that as being aboard the ship, in conformity with those instructions. That report included a statement of the kind of timber, whether straight, curved, or belonging to a frame, or promiscuous timber.

PHILADELPHIA, *April* 21, 1876.

PHILIP HICHBORN, Jr., sworn and examined.

By the CHAIRMAN:

Question. In the case of all material or stores belonging to the construction bureau of the navy-yard, and under charge of the naval constructor, when sold or ordered to be used by a contractor in any work, should an account of that material appear on the books of the constructor?—Answer. Yes, sir.

Q. Please have the books of the constructor at the Philadelphia navy-yard examined during the years 1874, 1875, and 1876, and ascertain the amount of plumbing-material sold or charged to W. F. Steele, and especially the amount that he may have reworked or used in the Quinnebaug. If he has made any purchases of iron, zinc, brass, or copper, include a statement thereof in your return to the committee.—A. I will furnish such reports to the committee as soon as they can be prepared.

Q. Give to the committee the history of that transaction and all you know about it.—A. They built ten boilers down in the yard, and when the iron arrived in the yard I tested it and tried to work it, and found that it was not good, and condemned it; I rejected it. That was after trying to work it. After it was rejected I had orders to deliver to Noblitt the iron that had not been worked. The whole history of this affair is contained in the books of my department in the yard.

Q. Calling your attention back to this state of things, I ask you if it is not true that the bureau made an agreement with Pennock & Co. to let them have iron which was to be returned to the Navy or to this navy-yard; that is, they were to return one for three or one for five pounds, or upon some such terms?—A. I do not recollect any such order.

Q. Was the iron that the Navy Department obtained from Pennock & Co. obtained by purchase?—A. Yes, sir.

Q. Was it by open purchase?—A. Yes, sir.

Q. When it was brought here it was rejected or condemned by you?—A. It was rejected, and that which had not been worked was sent out of the yard.

Q. And by order of the bureau directed to be delivered to Noblitt?—A. Yes, sir.

Q. That order, then, came from Pennock & Co. instead of from the bureau?—A. No, sir; I had nothing to do with Pennock & Co. in that case. My dealings were all with Noblitt & Co. They put the iron in, and of course they took it.

Q. How was Pennock & Co. connected with that?—A. It was only their iron. That is all I know about it. I had no official information that it was their iron, except the personal interview I had with Colonel Boyd, of that firm. He was down there, and I had a great deal of talk about the rejection.

Q. Do I understand from you that during the period of time you were here as engineer that no iron went from this navy-yard to the firm of Pennock & Co.?—A. Not to my recollection.

Q. Who were the contractors for repairing the vessel called the Quinnebaug?—A. For putting in the machinery, Neafie & Levy, the Penn Iron Works.

Q. Have you had any difficulties with that firm?—A. Not thus far.

Q. Do you remember when the contract was made?—A. No, sir; it was some time in the beginning of last summer or spring.

Q. Do you remember when that vessel was to be completed according to the terms of that contract?—A. No, sir; as soon as possible, I believe it was.

Q. Was it not fixed at October 1, and with a forfeiture of so much per month?—A. No, sir; I do not think there was any forfeiture; it might have been October 1. My orders are all in my book in regard to these matters. I recollect that the amount was $30,000 to place that machinery in and get her ready for sea and trial. These were the general terms of the contract.

Q. You say you have had no difficulties with them?—A. Well, no, sir; the time has not come for the difficulty yet.

Q. Who has been inspecting the work?—A. I have.

Q. They have been paid from time to time, have they?—A. No, not a cent. They have presented no bills.

Q. Did they do any other work than that for the Government?—A. They are doing construction work.

By Mr. BURLEIGH:

Q. On the same vessel?—A. Yes, sir; that is the reason I say that the difficulty has not yet come in; there has been no bill presented to me to sign.

Q Who are the contractors for repairing the old Constitution?—A. Wood, Dialogue & Co., Kane's Point, N. J. I am on duty there, but I have no connection with the Constitution. I have nothing to do with that at all.

Q. Has any iron been delivered to John Roach?—A. Not iron; he did not take the iron. He took composition—brass.

A. No iron or machinery?—A. The brass comprised pieces of machinery; it was old scrap-brass. The orders were that it should be delivered to him; it was scrap material.

Q. Do you know whether that was upon a sale, or exchange?—A. I was ordered to deliver such brass as was not useful for the Government, being scrap-brass, to John Roach, and also to deliver iron, and to report the amount to the bureau; which I did.

Q. Were you ordered to deliver any copper?—A. I do not think there was any copper. There was none without it might have been some little scrap-copper; everything is enumerated in my report.

By the CHAIRMAN:

Q. Do you remember any orders to break up any machinery—boilers?—A. No, sir.

Q. Do you remember any orders that it was to be handed over to any person to be broken up?—A. No, sir.

Mr. BURLEIGH. Down east they sold machinery to different parties, and they broke it up and carted it off.

The WITNESS. That has been done in the yard, but we have not done it. The Nebraska's machinery was sold in *lots to the people, who* took it out; it being too bulky, broke it up.

By the CHAIRMAN:

Q. That was a sale of machinery?—A. Yes, sir; the man who bought the Antietam and Suncook boilers cut them up in the yard and took them out.

Q. Do you remember who was the purchaser of the machinery, boilers, &c., of the Nebraska?—A. Mr. McKay was the man who took it out. It was sold in lots, and there were several purchasers.

Q. In that case do you not remember that you were directed to cut it into pieces of four feet in length?—A. No, sir; I was not.

Q. Were you to do nothing about it?—A. No, sir.

Q. You are certain about that?—A. Yes; you could not cut it into such shape.

Q. No part of the iron about there was to be cut by you?—A. No, sir.

Q. Who bought the machinery and iron connected with the Suncook?—A. That was in the same lot. It was sold to McKay. There were two boilers to the Antietam and two boilers in the Suncook, and the boilers of the Nebraska.

By Mr. BURLEIGH:

Q. And the steam-engines of both vessel?—A. Yes, sir.

By Mr. HARRIS:

Q. Was that bought or taken out by McKay?—A. It was taken out by McKay. He bought it of the man who did buy it. He deposited the money and paid for it. I know that.

By the CHAIRMAN:

Q. Who was the nominal purchaser?—A. I forget the name.

Q. Was it Reynolds?—A. No, sir.

Q. Was it Plant?—A. I do not remember the name.

Q. Was not Plant the successful bidder in the Nebraska matter?—A. I do not recollect. All those things are down in the records of the yard. Everything was then in terrible confusion. I was there at the sale; and to all appearances the sale was fair, as I thought. If there was any underhand work about it, I did not see it.

Q. You do not remember who was the successful bidder, or whether the successful bidder afterward performed the contract?—A. It was sold in lots. McKay, I think, was the successful bidder on some of them, and I know that he took all of it out.

Q. The Antietam was sold at one time, and for a pretty good figure. That sale was not confirmed by the Department. Is not that the fact?—A. I do not know anything about that, it was not in my department. I did not attend the sale, and knew nothing at all about it. I knew nothing about it except by hearsay. I heard that Mr. McKay bought her for $5,000 at one time.

Q. In the commencement of your testimony you spoke of Mr. McKay being a bidder at the auction sales. Do you remember how often Mr. McKay was the successful bidder at the sales made by the department? I mean sales connected with the Bureau of Steam-Engineering?—A. He was the successful bidder on scrap-iron. He had a pile of 30 or 40 tons of scrap-iron. He was the successful bidder on the boilers of the Nebraska and on the boilers of the Suncook. He was also a successful bidder on a lot of iron tubes that we had there.

Q. Were all these that you speak of sales made at public auction?—A. Yes, sir.

Q. Do you remember any instance in which he was a successful contractor at private sales?—A. We had no private sales in my department.

Q. None made by order of the bureau?—A. No, sir.

Q. Who removed from the yard the material and property belonging to the Bureau of Steam-Engineering to League Island?—A. Mr. Kay.

Q. Was that done by open sale, or letting?—A. That I do not know. I received orders from Washington that he was the contractor for it. In the first place, I received orders to report what would be a good way to remove that stuff. I inquired around, and got Neafie & Levy, John Lynn, and Mr. McKay all to look at the stuff, and found out pretty nearly what they would do it for, one against the other. From what they all told me, I came to the conclusion that about $15,000 would be a pretty fair price for removing that stuff. I calculated at that time about the removal of all the Nebraska's machinery and these four boilers down there, which was pretty heavy work. My department consisted of some very heavy pieces. I reported that I thought it could be removed for about that sum. Afterward I received notice that Mr. McKay had the contract for $13,000.

Q. Did his contract include the removal of the machinery of those vessels of which you have spoken?—A. The contract said, the material belonging to the Bureau of Steam-Engineering. That material at that time all belonged to the Bureau of Steam-Engineering.

Q. Was it removed by him?—A. No, sir; it was afterward sold at auction.

Q. Do you know, as a matter of fact, whether he has been paid the sum of $13,000?—A. I signed a bill of his for $6,000. When I was relieved I would not sign his other bill, because he had not completed his contract.

Q. What did he lack in completing his contract?—A. He had not stowed things away as I wanted them at League Island. I have a copy of my whole report in my pocket relative to that matter.

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Q. What did he lack in completing his contract?—A. He had not stowed things away as I wanted them at League Island. I have a copy of my whole report in my pocket relative to that matter.

By Mr. JONES:

Q. Did McKay's contract cover all that you in your estimate wanted taken to League Island? Did he remove all that you estimated?—A. No, sir; my estimate was to take down the Nebraska's machinery and those four boilers.

Q. Did he remove all but that?—A. He put everything down but them.

By Mr. HARRIS:

Q. Had those been sold before he took his contract?—A. No, sir.

Q. Did his contract include the removal of the machinery of the Nebraska and the three boilers?—A. My instructions were that he was to remove all belonging to the Bureau of Steam-Engineering from the yard.

By the CHAIRMAN:

Q. And at the time you submitted your estimates it did include, or was intended to include, the removal of the machinery of these vessels?—A. Yes; I had to take in everything that belonged to the bureau.

By Mr. HARRIS:

Q. Do you know whether, after that, a change was made; that is, that it was determined to sell that property where it was?—A. I do not know what they determined in Washington.

Q. You do not know, then, that it was not understood by McKay that he was not to remove that?—A. No, sir; of course I do not know that. I received no information on that point.

By the CHAIRMAN:

Q. Suppose the contractor, at the time of submitting his proposition, had known that he was not to remove the boilers and the machinery of these vessels, how much difference would that have made in your estimate? Two, or three, or four, or five thousand dollars?—A. It would be about the same as he got it for, I should think. I do not think that he made any money on that contract. What he removed cost him everything that he got from the Government. That is my opinion.

By Mr. HARRIS:

Q. You think the difference ought to be $2,000 between your estimate and the property which he did remove?—A. Yes, sir.

By Mr. JONES:

Q. State whether or not the material was removed as carefully as it would have been if it had been done by the Government under your direction.—A. Yes, sir; they had good men, and we looked out well for it, and saw that it was well done.

By Mr. HARRIS:

Q. You had the entire superintendence of it?—A. Yes, sir.

Q. And you compelled him to do it in a way that was satisfactory to yourself?—A. Yes, sir.

By Mr. JONES:

Q. Then why did you not approve his last bill of payment?—A. He had not finished up his contract. He did afterward finish it up, and Mr. Garvin, the chief engineer at League Island, approved it. It was done there.

Q. Do you know whether he finished it up down there?—A. It was left to a board of survey, and they reported that it was done.

Q. Do you know who composed that board?—A. Chief Engineer William W. Dungan, Chief Engineer B. F. Garvin, and Assistant Engineer Adamson.

By Mr. HARRIS:

Q. And you are informed that they found that he had complied with his contract?—A. Yes, sir. McKay reported me to the Department for not signing his bills, and the following paper was my answer:

"PHILADELPHIA, PA., *January* 4, 1876.

"SIR: In answer to Mr. N. McKay's letter, dated December 30, 1875, addressed to Engineer-in-Chief W. W. W. Wood, relative to the stowage of the machinery belonging to the Bureau of Steam-Engineering at League Island, and by you referred to me, I have respectfully to state that my reasons for not signing bills for Mr. McKay are, in the first place, that no bills have been presented to me; in the second place, if they had been presented, I could not have signed them, as the terms of his contract have not been complied with. The contract calls for him to place the machinery, &c., where the superintending engineer shall direct. This has not been done. Some of the parts of the Antietam's machinery have been thrown in the mud alongside of the railroad-track, without any kind of consideration for its preservation. The table of the large slotter is on the truck on which it was brought from the wharf; the *smaller slotter* is lying in the mud alongside the railroad-

track. Mr. McKay has been repeatedly requested to have it placed, with the rest of the machiner, in the Nebraska's shed.

"Mr. McKay has been urged time and again to have all of the above work done, and promises that it should be; but up to December 30 (the date of his letter) it was in the condition described.

"To finish this work would entail large expense to the Department, and, in view of the above facts, I do not see how I could possibly sign bills authorizing him to receive money that he is not entitled to.

"Very respectfully,

"H. NEWELL,
"*Chief Engineer.*"

By Mr. HARRIS:

Q. You refused to sign the bills, in the first place, because he presented none to you?—A. Yes, sir.

Q. In the second place, if they had been presented, you could not have signed them, as the terms of the contract had not been complied with?—A. That is true, sir.

Q. You made such a report and forwarded it, and you understand that the result of that was that Mr. McKay was compelled to do the thing as you required?—A. Yes, sir. He did the thing afterward, as I understand, and then the board of survey reported it done, and Mr. Garvin signed his bills.

By Mr. BURLEIGH:

Q. Do you know, of your knowledge, that he did it?—A. I have been told so. I was not on duty there, and I had no right to go down there and inspect.

By Mr. JONES:

Q. Have you ever been ordered to receive any material that has been rejected in your department?—A. No, sir.

Q. Do you know of any that has been received in any other department that had been rejected?—A. No, sir.

Q. Speaking of the sale of the Nebraska, and the machinery and boilers, &c., were they sold at auction?—A. Yes, sir.

Q. Do you know of any iron, or machinery, or material that has not been sold at auction having been removed from the yard upon orders from the department by private parties, or sent to private parties?—A. John Roach removed some, but it was understood by me that it had been sold. I refer to that material that John Roach bought.

Q. Do you know of any being sent to anybody else?—A. No, sir.

By Mr. HARRIS:

Q. That was brass and old material?—A. Yes; old material—scrap-brass.

By Mr. JONES:

Q. And iron?—A. It was to be iron, but Mr. Roach did not take that part of it afterward.

By Mr. HARRIS:

Q. You furnished to the department the exact weight of that old stuff that Mr. Roach purchased?—A. Yes, sir; the exact weight.

Q. Were you here during the time that McKay was removing the property from the yard?—A. Yes, sir; every day.

Q. What contracts did you understand that he took for the removing of material?—A. He had a steam-engineering contract.

Q. What was his contract in that department?—A. It was to remove the material of steam-engineering to League Island.

Q. He got $13,000 for that?—A. Yes, sir.

Q. In doing that, did he remove all the property which belonged to that department?—A. Yes, sir.

Q. He did it under your charge?—A. Yes, sir.

Q. Did he convert, or allow anybody else to convert, any portion of that to his own use, or carry it to any other place?—A. No, sir; I do not think he did, because every scow-load of my material that went from the yard to League Island had one of my men aboard to see that it was delivered down there.

Q. Was there any chance for him to convert anything?—A. No, sir; I do not think there was. We carted the coal down to the yard by land, and every carter that left that yard had a ticket from my office, which would be signed when they arrived at League Island by my assistant engineer there, to be returned to my office, showing that that coal had been delivered. I do not think there was a pound lost.

By Mr. JONES:

Q. Was there anything in your department that was removed by night?—A. No, sir; not that I know of. That would have been reported long ago.

Q. But he did work there at night?—A. Yes, sir; but every scow-load of material went down with a man aboard. I do not remember of any of my material removed at night. There might have been a scow-load of very heavy machinery aboard, where there was no danger of anybody taking it.

By Mr. HARRIS:

Q. Did McKay work at night in the yard to load?—A. I believe he did, in some of the departments.

Q. If he was removing goods in your department at night, did you have any superintendence of him?—A. Always.

By Mr. JONES:

Q. I understood you to say that he did not remove any of your stuff at night.—A. I do not think he did.

By Mr. HARRIS:

Q. What have you in your department?—A. We have bar-iron, new and old, and stores of all kinds.

Q. Had you swage-iron?—A. Yes; copper, composition, and general stores for ships, from a scrubbing brush up.

By Mr. BURLEIGH:

Q. Did you have an inventory of these stores?—A. Yes, sir; regular books.

Q. Did you take an inventory before they were removed?—A. No, sir; we did not have time.

By Mr. HARRIS:

Q. Did you at the time of removal?—A. No, sir; we did not have time. We boxed it up ourselves. The bar-iron was not boxed up. That was put down in a lump. The whole thing was removed in a month.

Q. You did not weigh it as you delivered it, did you?—A. No, sir.

Q. If he took 100 bars of iron, do you know whether he delivered 100 bars?—A. I think he did; because we had a man to watch that scow down there all the time.

Q. You just loaded the barges?—A. Yes; and sent a man down with it to see that the barges made fast under the charge of the authorities of League Island.

Q. State whether or not, during the time he was removing your goods, he could have taken a load of iron or other material from your shops or warehouses which he did not deliver on board his scows?—A. He could not have taken them out of the yard without a pass at the gate.

Q. I mean articles which he did not deliver on board the scows when he was transporting your goods.—A. Such a thing might have been possible.

Q. Did such a thing ever come to your knowledge or information by any truckman or laborer?—A. No, sir; I had half a dozen people watching all the time.

Q. But at the same time that he was loading scows to go down with goods to your department, he also had scows taking goods which he had purchased, or claimed to have purchased?—A. I believe he had.

Q. Do you know which went to one and which to the other?—A. We kept watch of these scows of his, and several times we made him take some of our things out of his scows.

Q. State whether or not, at any time, he delivered on board his own scows property which belonged to your department?—A. Yes; I remember of my taking two crank-pins out of his scows myself. It is a piece of iron about four feet long and ten inches in diameter.

Q. How much would it weigh?—A. About 500 pounds. He had bought that from us.

Q. And you took it away?—A. Yes; because we had to weigh it by the draught of the schooner, and I wanted it to be on the schooner. I was taking the draught to get the right weight. It was his property after we got the weight of it. I weighed it the best way I could. I found it on the wrong scow of his. It should have been on the other scow that I was weighing.

Q. Then you did not find it in the scow which contained the material which he was to transport for your department?—A. No, sir.

Q. But you found it in one of the scows which was transporting his material?—A. Yes, sir—of another department, and not of mine.

Q. That is, you found it in the wrong boat?—A. Yes; I had taken the exact dimensions of my scow, and loaded it on there to get the weight.

Q. State whether or not, at any time, you have any knowledge that any goods which belonged to your department were put on board of scows which were transporting his property which he had purchased?—A. There was nothing of any moment. There was an old smoke-stack and a piece of cast iron that I remember.

Q. How much was that in value?—A. I do not suppose they were worth $10.

Q. Were they taken from him and put in the right place?—A. Yes, sir.

Q. Do you know *how it happened?*—A. I do not.

Q. Was he present?—A. He was present when I saw it. His men very willingly took them out again.

Q. Did you speak to him about it?—A. No, sir.

Q. Have you any information of any department property there converted by him into his possession which should have been removed to League Island under his contract?—A. I have no information except that I was on a board composed of Captain Wells, Engineer Stratton, and myself, to go up to Queen-street wharf and see if there was any material there belonging to Yards and Docks which had not been sold to him. We went up there, and we found some pieces of iron rods, house-fixings. We tried to get in the store-house there, but were refused admittance. The doors were locked.

Q. Whose place was it?—A. I do not know that it was a public store-house there. There was one place locked up where we were refused admittance, and we did not go in.

Q. Whom did you see?—A. We saw the man having charge of it.

Q. Did you see McKay?—A. No, sir.

Q. Did you call on him in reference to it?—A. No, sir.

Q. Did you make any claim that any property was there which should not have been?—A. I believe Captain Wells called on him. He was the senior of the board.

Q. Do you know what the result was?—A. The result was that we only saw a few rods belonging to the houses.

By the CHAIRMAN:

Q. You did not go into the room, though?—A. No, sir.

By Mr. HARRIS:

Q. Did Captain Wells go into that room at a subsequent period?—A. Not that I know of.

Q. Were those lightning-rods?—A. No, sir; I do not know exactly what they were. They were about half-inch rods.

Q. Were they of much value?—A. No, sir.

Q. On what representation was the board organized?—A. The representation of one of the men belonging to Yards and Dock, one of their foremen, that McKay had loaded up things belonging to Yards and Docks to take out of the yard.

Q. Did that board finally make a report?—A. Yes, sir.

Q. What did they report?—A. They reported about finding these rods.

Q. And also reported that they did not get into the building?—A. Yes, sir.

Q. What was that building particularly?—A. It is a store-house on the wharf. It seemed to be a kind of cotton-factory.

Q. Do you know whether much of the iron sold to McKay was put there?—A. I do not know that. I never saw it, and never saw any go in there.

Q. Your board, then, investigated so far as they chose?—A. They investigated as far as they could get.

Q. What was the value of those rods?—A. I do not know that. There was not much in weight. I suppose there were a dozen rods or so, maybe 20 feet long and a half-inch in diameter; say about one hundred or one hundred and fifty pounds.

Q. Were they returned?—A. I do not know that.

Q. Did not your board communicate with McKay, and let him know what the charge was?—A. Not to my knowledge.

Q. Mr. Wells was the active man on the board, was he?—A. Yes, sir; we were under his orders.

Q. Have you any knowledge of any other goods improperly taken out of the yard by anybody?—A. No, sir; except that there was missed from the Nebraska's machinery two copper pipes. This was just previous to the yard being broken up. There were also two brass boxes missed. Those copper pipes weighed somewhere about five hundred pounds apiece. They were worth, I should think, about seventy-five cents a pound. It was reported to me, and I reported to the commandant. The commandant ordered a board, consisting of Captain Wells, Commander Cromwell, and Assistant Engineer Rowbotham. They investigated the case, and, I believe, could not find out who took them. I, however, did not see their report, and had nothing to do with it.

Q. Were they lying within reach of any person?—A. They were stored away in the shed with the rest of the Nebraska's machinery.

Q. That was before the contract for the removal was made?—A. Yes, sir.

Q. Nobody charged McKay, I suppose, with stealing those?—A. No, sir; I never heard of anybody being charged with it.

Q. Was McKay at work in the yard at that time?—A. No, sir.

Q. Had he any access to it any more than anybody else?—A. No, sir.

Q. What other department than your bureau in the Navy Department had large quantities of iron, copper, brass, and other material of that kind?—A. Construction. I think the Equipment had some, and Ordnance also.

Q. Who removed the material in the construction department?—A. I have been informed that McKay did. I have no official information of that, however.

Q. Did you see him remove any of the material in the construction department?—A. Yes, I saw him superintending it.

Q. Did he remove in that department all the iron, copper, and all the things that were to go to League Island, as you understand?—A. I understand it so, but I know nothing more in that respect than anybody else. I had not any charge or official information, and had nothing to do with it any more than any outsider.

Q. The quantity would be larger in that department than in yours?—A. Yes, sir.

Q. But it would be new material more than manufactured material, would it not?—A. There would have been a good deal of new material in it.

Q. That is, in your department you would have engines and boilers, new and old?—A. Yes, sir; and also new material; we would have new iron, ingot-copper, &c.

Q. In the construction department state whether or not the metals would be new material more than material which had been partly or wholly worked?—A. I suppose we would have more metals than they, because we deal altogether in metals.

Q. What class of metals would they have?—A. Every class; they use everything. They would have bar-iron of all sizes; wire, round and flat; sheet-copper and sheet-brass, ingot-copper, tin, zinc, &c.

Q. More new material in store than anything else?—A. Yes, sir.

Q. Did you see McKay loading that kind of material from that bureau into any of his barges?—A. No, sir; I paid no attention to that.

Q. I understand you to have stated just now that you saw him loading his scows from that department?—A. O, I took a casual glance, but did not pay any particular attention.

Q. What other persons were at the same time transporting by scows or barges any material to League Island, which belonged to the navy-yard?—A. Toward the last Mr. Rice was transporting his.

Q. Did Mr. Rice begin to transport anything until the material had been substantially removed from the yard?—A. Not until the greater part of it had gone.

Q. So that McKay's contract preceded his?—A. Yes, sir.

Q. He had nearly completed his before Rice began?—A. Yes, sir; he had to clear out the store-house before Rice commenced tearing down his houses.

Q. Then was there any other person there using scows during the time that McKay was removing the goods to League Island?—A. No, sir; I do not think there was. I am not certain: there might have been.

Q. What are the relations between yourself and Mr. McKay?—A. They are not very pleasant; that is, I do not like his manner.

Q. Has there been any open difficulty between you, or hard words, or quarrels, or misunderstandings?—A. It was very much, when he and I came together, like scratching a match; we were fighting all the time, I think.

Q. What were you seeking to do?—A. To do my duty.

Q. And compel him to?—A. Yes, sir.

Q. And you claim that you held him up to his duty?—A. I did, as strictly as I could.

Q. You now say that, so far as your department goes, he did transport everything properly?—A. Yes, sir; I would have made myself liable if he had not.

Q. You, then, are not reckoned on his list of friends particularly?—A. Well, I cannot say that I dislike the man, but his manner was very objectionable.

Q. Has he made any proposals to you?—A. No; he wrote letters to me that I had to answer in a pretty severe strain, and he reported me for not having things ready, and one thing and another.

Q. Did McKay at any time make any offers to you to compensate you for any favor that you might render him in the execution of that contract?—A. No, sir.

Q. Do you know of his doing it to anybody in the yard?—A. No, sir; well, I do not think it exactly fair to state an accidental circumstance. He certainly never offered me anything without it might have been a crack or a blow or two.

Q. Did you quarrel so as to come to blows?—A. No, sir.

Q. What person, if any, in the Navy, employed by the Government, did he make offers to? I mean, within your own personal knowledge.—A. I do not know whether it was an offer, or not; but I was standing talking to Mr. McKay about getting things ready, and one thing and another. A boy came up with a basket on his arm filled with bottles. I do not know what was in those bottles. I was in uniform, and he came up to me and handed me a card saying, "Can you tell me where that gentleman is?" It was for Mr. Briscoe, and on the card was the name, McKay. I turned around, laughing, and said, "McKay, is this the way you do it?" He turned around and cursed the boy a good deal and sent him out of the yard and told him to tell the people that if they could not deliver things right he would not deal with them.

Q. Who was Briscoe?—A. He was the boatswain of the yard.

Q. What were the relations between McKay and the boatswain?—A. I do not know that.

Q. What charge had the boatswain?—A. He had charge of gangs who worked there.

Q. Government gangs?—A. Yes, sir.

Q. Had he charge of property?—A. I do not think so; he might have had boatswain-stores. I do not know *what his charge was specially.*

Q. What class of goods are boatswain's stores?—A. Cordage, tar, turpentine, oakum' rigging.

Q. Do you know of any property of that class going improperly out of the yard?—A. No, sir.

Q. Have you any reason to believe that any of it did?—A. No, sir.

By Mr. JONES:

Q. Did not I understand you to say that you had five or six men watching from your store-houses to the barges?—A. Yes, I had men watching everywhere in my department.

Q. He was removing articles that he had bought at the yard, with barges, at the same time that he was moving yours?—A. Yes, sir.

Q. Do you know certainly that no one of these teams went aboard his barge when it should have gone aboard your own barge?—A. As certainly as I know anything.

Q. Do you know whether he made any offers of bribes to get material on board his barge?—A. No, sir; it was not reported to me, and I do not think they did. I do not think he approached any of my department.

Q. Did the boatswain go down with your material and houses on the boat?—A. No, sir; some of my own men went.

Q. Were the barges ever taken from the yard and brought up to different wharves away from the yard and laid over at night with the Government stores?—A. Not to my knowledge; I should have reported that immediately.

Q. You say that they did put aboard and remove some of these stores in the night?—A. They might have done so. I do not remember. If it was done it was only in the case of a barge or two, but I really do not think they removed any of my stuff in the night.

Q. Do you know S J. Rickenson?—A. I do not.

Q. Did McKay ever say to you that if you interfered with him he would have you removed?—A. No, sir.

Q. Did he say that to any one else, so that it came to you?—A. I had given my assistant engineer, Mr. Rowbotham, [who is waiting outside to testify,] orders about certain things, and he was carrying them out. He informed me, that Mr. McKay told him that if he commenced right away at the beginning to be troublesome he would fix him in a minute.

Q. What did he mean by "fixing him?"—A. That I do not know. Mr. Rowbotham told him that he did not care if he would fix him in a half a minute; that he would obey his orders. Another morning Mr. McKay came to me and said, "Are you responsible for what your assistant said?" "Yes," said I. "Are you responsible for his discourteous language?" says he. I told him I was responsible for everything my assistant did while acting under my orders.

Q. What reply did he make to you then?—A. He turned around and left the office. He never threatened me. I should have reported him to the Department immediately if he had.

Q. Have you been removed since, or suspended?—A. No, sir; I am still in the employ of the Government. I have been in its employ nearly twenty-seven years.

By Mr. HARRIS:

Q. State whether or not, in consequence of any difficulties which you had at the navy-yard, or for any other reason, you have been removed against your will from your position.—A. No, sir; my tour of duty was more than up at the yard. At the last of the year, when I was detached, I had requested my present duty. I had requested to be detailed and transferred to my present duty, superintending or special duty outside, at Messrs. Cramp & Sons, at Neafie & Levy's, and at Kane's Point.

Q. Have you papers authorizing that?—A. I had had my orders a month in my pocket before I could get a chance to get away. I was anxious to get away, but was detained here until I saw that everything was finished up, in regard to this job.

Q. So far as you know, did Mr. McKay or any other person seek your removal?—A. No, sir; I was anxious for it myself.

By Mr. BURLEIGH:

Q. State how many tons in all of this metal, from all the bureaus, was removed from the navy-yard to League Island.—A. I could not begin to state that.

Q. Was there 100 tons, 200 tons, or 300 tons?—A. It would go into the thousands of tons, perhaps three or four thousand tons; the Antietam machinery was very heavy, indeed. My department had pieces there of 20 tons weight.

Q. Were you familiar with all that iron, every piece of it?—A. Not every piece of it; but as a general thing I was familiar with everything in my department.

Q. Were you familiar with the articles in the other departments?—A. I had nothing to do with them.

Q. How large a pile was there of this iron in which you found the rods?—A. I suppose that there were 200 or 300 tons of iron in the pile.

Q. Were you familiar with every piece in that pile?—A. It was not in my department.

Q. How did you happen to know of the rods?—A. I was ordered to go there and see about it.

Q. How could you tell, you not being familiar with the articles?—A. We had a civil en-

gineer whose department it was in. He was the officer in charge of yards and docks, and was familiar with all of those things; although I myself could tell whether a thing belonged to construction, or to a ship, or to a house.

Q. How many tons do you put on a barge?—A. I think some of these barges would carry 50 tons.

By Mr. HARRIS:

Q. Was there not some iron that McKay bought that he had to carry out and weigh in scales outside?—A. There were some tubes, but the boilers were sold in this manner. The Nebraska's boilers were sold at so much a ton, and weigh 40 tons.

By the CHAIRMAN:

Q. I understand from your statement that you and Mr. McKay did not get along very agreeably?—A. I do not think we got along very agreeably, sir.

Q. I understand, further, that you endeavored at all times to protect the interests of the Government under your charge?—A. Yes, sir.

Q. Was Mr. McKay trying to encroach upon what you believed to be the rights of the Government? If not, what was the occasion of your difficulty?—A. I had an idea that Mr. McKay would do as little as he could, and I wanted to hurry up and get the thing done for the Government at as little expense as possible. He would write me letters that I should do this, and that, and the other thing, when I considered that I had done enough when I got the machinery in order to protect it and the goods boxed in condition to send down in safety.

Q. I should judge from your statement that you found it necessary to put extra guards over the property under your charge. Is that so?—A. I do not say that I found it necessary, but it was a matter of precaution. I think it would be necessary; it was a natural thing for me to do.

Q. The greater part of the property from the navy-yard was removed at night-time, was it not?—A. No, sir; in the day-time.

Q. Was it all removed in the day-time?—A. Not all. I believe there was some moved at night, but not much.

Q. Do you speak now in that regard of your own department?—A. Yes; I know nothing about other departments, or at least very little.

Q. To whom did the warehouse belong to which you were refused admittance?—A. I do not know.

Q. Who was the party who refused you admittance?—A. The man in charge. He seemed to be a porter or to be in charge of it.

Q. Whom did he claim to represent?—A. We did not ask. I suppose perhaps porter would be a wrong term. He was the man in charge, the superintendent of the place. He seemed to be a man working around there.

Q. Was this man working near any wharf or any landing?—A. Yes, sir; right on the wharf—Queen-street wharf.

Q. It was known as Queen-street warehouse, was it not?—A. I do not know that. I have never been there before or since.

Q. What special duty was the boatswain, Mr. Briscoe, engaged in at the time to which you refer in the matter of the bottles?—A. I do not know that. He was not in my department. A boatswain has general charge of houses and working a gang of men, riggers, &c.

Q. That is in the Bureau of Equipment, is it not?—A. Yes, sir.

Q. Do you know whether the Bureau of Equipment removed their own property?—A. I think they did. They put it aboard the Antietam.

Q. At that time were they not engaged in the removal of their property, at the same time that Mr. McKay was engaged in his contract of removal?—A. I think they were.

Q. Where are you engaged?—A. Superintending at Cramp's, Neafie & Levy's, and Wood & Dialogue's.

Q. What vessel or vessels are the Messrs. Cramp repairing for the Government?—A. The iron-clad Terror.

Q. What vessels are Neafie & Levy repairing?—A. The Quinnebaug.

Q. And the other firm of Wood & Dialogue?—A. The May Flower, a tug; they are putting the boilers in her.

Q. WLo is repairing the Constitution?—A. Wood & Dialogue.

Q. You are detailed for duty to superintend the work that these parties are doing for the Bureau of Steam-Engineering?—A. Yes, sir.

Q. Do you know whether Messrs. Cramp or Neafie & Levy are receiving any iron or boiler, or machinery from the Navy Department?—A. Not at present.

Q. Have they at any time?—A. Not since I have been on duty.

Q. Did they prior to your going on duty?—A. We sent a couple of boilers, similar to those which were cut up at the yard, to Messrs. Cramp from the navy-yard. We took the weight and returned it to the Navy Department.

Q. Do you know upon what terms they took it from the Navy Department?—A. No, sir. The orders were to let them have it.

Q. You do not know the terms upon which any of these firms have procured any of the property of the United States from this or any other navy-yard?—A. No, sir; I know nothing about the terms.

Q. Do you know of any officer or employé in the Navy Department or in the naval service who has any connection or interest with any of the contractors with the Government?—A. No, sir; not one.

Q. Do you know of any one connected with the naval service, or with the Navy Department, who at any time has received any gift from any contracter with the Department in any way?—A. No, sir; I do not.

Q. Or where the same has been done to members of their families?—A. No, sir; I have no knowledge at all of any one either in the Department or in the Navy proper.

Q. Do you know of any parties receiving fees or commissions from contractors for services to be rendered by them in connection with the naval service?—A. No, sir; I neither know nor have I heard of such.

Q. Who supplies the branch bureau of steam-engineering that is here with what they purchase under open purchase?—A. A great deal of the stuff that comes in, is from Noblit & Co.

Q. Your mode and manner is to make out your estimates, and then your requisition follows; and that is put into the hands of a particular purchasing-paymaster?—A. Yes, sir; if we want anything we make out a requisition for it; that is approved by the commandant. It goes to the bureau, and is approved by the chief of the bureau; it comes back and goes to the purchasing-paymaster, who purchases the goods. When they come into the yard the engineer signs that their quantity and quality is correct. The paymaster certifies that it is a fair market-price.

By Mr. HARRIS:

Q. Do you know of any connection of Mr. Saml. J. Randall with the navy-yard here?—A. No, sir; except that he recommended men down there for employment, as all the Congressmen do.

Q. Does he succeed in getting them in?—A. Yes, sir; if he sends a good man down there.

Q. Do you know whether Mr. S. J. Randall and Mr. Nat. McKay had any conflict over this McKay contract?—A. No, sir.

PHILADELPHIA, *April* 10, 1876.

WILLIAM ROWBOTHAM sworn and examined.

By Mr. HARRIS:

Question. Where do you reside, and what is your business?—Answer. I reside in Philadelphia; I am assistant engineer in the United States Navy.

Q. How long have you been employed in the yard?—A. I went on duty at the old yard about last May.

Q. Were you present during the period of the removal of materials?—A. Yes, sir.

Q. What particular duty had you during that period?—A. To superintend the removal of our department, and see that it was done properly. We had also more or less work going on in the shop, and I took charge also of that.

Q. Do you remember when Mr. McKay came into the yard and commenced his contract to remove the material?—A. I recollect when he came to commence on the contract with the steam-engineering department.

Q. Did you have supervision of the removal of material in your department?—A. Yes, sir.

Q. State what that supervision was.—A. To see that the tools in the machine-shop were all taken apart, and the small parts boxed up and tallied. I put a man in charge to take a list of them as they were removed, and stationed another man down at the boat to take a tally of them there. We sent a man down in each boat-load to see that they went to League Island.

Q. Did you keep tally of all the goods delivered to the contractor?—A. No, sir; we could not of the small-stores and miscellaneous stuff.

Q. But of all tools and machinery you kept a tally at each end?—A. Yes, sir.

Q. So far as you did keep tally, can you state whether or not all the goods were delivered at League Island and received by the Government?—A. I believe they were; I have not heard of any that were missing.

Q. Did you at the time discover by your tally that there was anything lacking?—A. No, sir.

Q. What class of material did you not keep tally of?—A. Such things as the small tools that are ordinarily around a machine-shop.

Q. You put them in boxes, did you not?—A. A good many of them we did, and a good many of them we didn't have time to. We only had a few days to do the removing in, and had to do it the best we could.

Q. Do you know of any goods in your department which were not properly delivered, or did not get to their destination?—A. No, sir.

Q. Did you during the period learn that McKay, or anybody else, was taking goods from your department improperly?—A. No, sir; I don't recollect of hearing of anything that was not straight.

Q. What were your relations with McKay?—A. I never had anything to do with him, excepting that he was the contractor to remove the stuff, and I had charge of giving him what he was to remove.

Q. Did you have any controversy with him?—A. Yes; the first time I met him I had a little trouble with him.

Q. State what the trouble was.—A. I will as soon as I can remember, but I lost my temper at the time. He had got the contract for removing the steam-engineering stuff, and Mr. Newell was away on business that day, and he gave me orders if McKay came there to give him anything that we had ready. I told him that the Shackamaxon's engines were ready. He asked me if I thought he was going to be fool enough to take that stuff. The Shackamaxon was named the Nebraska afterward. I told him I didn't care whether he took it or not, my orders were to deliver it to him. He said what else have you got. I told him the Antietam's engines were all ready. He said, "I told you before I am not going to take that rubbish; that is going to the Centennial." I told him I didn't care where it went, that we were in the habit of getting our orders from naval officers. He said, "What else have you got?" "There is nothing quite ready," I told him. "Why can't I take those tools?" he said. I told him they were not ready. "We have some little work here that is needed on the vessels for the Government, and if you commence taking them we will have to knock off all that work, and the shops will be laid idle; in the next place, the tools are not ready to be taken in their present condition; the small pieces, at least, would run a risk, and I want to box them up." "O," he said, "if you are going to be awkward about it, I will fix you in about one minute. I will telegraph to the office and settle you in a minute." I told him I didn't care a damn if he telegraphed in about a half minute. That was about the amount of it. He walked off.

Q. Did you have any further talk about it?—A. I believe that was about all. He told me that he didn't want any further business with me, nor talk with me. I told him whenever I had any business with him I should certainly speak to him, whether he liked it or not.

Q. Did he remove those things that you pointed out?—A. The Shackamaxon's machinery was sold at auction, but the engines of the Antietam he removed.

Q. So far as you know, he did remove the goods which were given to him?—A. Except the Nebraska or Shackamaxon's engines, which were sold, and not to be removed. Yes, sir.

Q. There were three boilers, I think, and the engines of the Nebraska that were sold and carried out?—A. There were four, two large boilers and two others.

Q. During that time did you know of Mr. McKay offering to any person employed by the Navy any money in consideration of any favors shown him in the discharge of his contract?—A. No, sir.

Q. Did you afterward have any words with him at all?—A. No, sir. He went down to Washington that afternoon or the next day. I saw a telegram about a day or two afterward. It said that he was going to New York. I think that the telegramcame from Washington. It was in reference to moving the stuff or something of that kind. A day or two afterward he came down to the yard and met Mr. Newell, and wanted to know if he was willing to be responsible for my conduct; he told him that he was. They went around the yard again looking at the stuff; and after that he didn't speak to me for some time, till he had occasion on account of the work he was doing, and then it was in a very short manner.

Q. Do you know of any material from any department in the yard being taken by McKay or any of his men improperly?—A. I don't know whose men they were; I have seen old yard material in the boats there. There was an ash-pan coming from under a boiler. It was cast iron, and broken in two or three pieces. McKay had bought a load of scrap-iron around the yard, and this was dumped into McKay's or Reynolds's boat. I saw it there and made them take it out. That belonged to our department, and I knew it had not been sold. I made them take it out.

Q. Did you see McKay there?—A. No, sir; I saw a man who seemed to have charge of it, and I am pretty positive it was Reynolds's boat. It was being taken out as stuff that that had been purchased.

Q. But you caused it to be taken out of the boat?—A. Yes; I left it on the wharf; it was of no use except for old cast iron.

Q. Was it afterward removed by him?—A. It was removed by him to League Island afterward. I saw it lying down there.

Q. State whether or not you saw anything that led you to believe that any considerable quantity of material which should have been transported to League Island for either of the departments was taken by McKay as property purchased.—A. There was a load of bar-iron that I saw in those boats. I don't know whether it had been sold at auction or in any other way, but bar-iron is something that comes in use any time. And if it had been in our department, I don't think it would have been sold. I have seen bar-iron go away among other scrap-iron that they had in their boats, with other rubbish.

Q. Was it new bar-iron; I mean iron that never had been worked, but was sold in the original bar?—A. Yes, sir.

Q. To what extent did you see that?—A. I should say that there was quite a number of tons of it. I think I saw it in two boats. I know I saw it in one boat.

Q. Do you know where it went?—A. To Queen street wharf, I believe.

Q. Was that the place where he carried all his material?—A. There was mixing up about it. I don't know whether it was McKay's or Reynolds's, or Seyfert & McManus. I don't know who got this iron.

Q. Did you see it in the day-time or evening?—A. I saw it in the day-time, in the boat. I spoke to the watchman about it, and he said that he had reported it, and they put him off for some reason or other, I don't know what.

Q. Did he tell you who he reported to?—A. To the assistant to the captain of the yard. He is the son-in-law of the captain of the yard.

Q. Who is the captain of the yard?—A. Mr. Wells.

Q. And it was Mr. Wells' son-in-law to whom you understood the watchman reported?—A. Yes, sir; the reason I say that they went to Queen street wharf is this: I did not see the same material there; but I went there afterward and looked myself. I did not see anybody taking tally of the stuff in the yard, and I thought there should be a tally taken somewhere, so I went to Queen street wharf to see if they had the means of ascertaining the quantity taken. I looked all over the wharf and didn't see any scales, and the scales in the yard were broken up. I didn't know where they could get a tally. I saw some bar-iron on the Queen street wharf when I went there. I don't know whether it was the same bar-iron, but it was among the stuff which came from the yard.

Q. Did you inquire of anybody in the department of construction about it?—A. No, sir.

Q. Did you give any notice to anybody to look after it?—A. Nothing further than to the watchman, who stated that he had reported it to the proper person, the assistant to the captain of the yard.

Q. Did he communicate to you the reply?—A. He did.

Q. What was its substance?—A. I cannot remember what the reply was; but it was as much as to tell him that he had nothing to do with it, and that it was not his business, or something of that sort. I knew it was not my business.

By Mr. JONES:

Q. What was the name of this watchman?—A. Wilson.

Q. You don't know what department the bar-iron came from, and did not hear the watchman say?—A. Yes; it came from the construction.

Q. Do you know about how many tons there were on those two barges?—A No, sir; I don't know exactly. They had all sorts of things in there; some lying on top and some covered up. There were some of the pieces that were about six inches round bar-iron, big enough for heavy shafting, and it would not take many of those pieces to make a ton. I saw several of them there.

Q. Were you familiar with the stuff that was sold at auction in the yard from the different departments?—A. Not all of it. I was not there the whole of the day, owing to sickness in my family. I didn't get there until the sale was completely over.

Q. Were you familiar with the barges that McKay had carrying away his own private stuff that he had purchased; and also Reynolds?—A. I saw any amount of barges there that were managed by them both; and also by Mr. Rice; and there was some there that were managed by the Government; but I would not be able to recognize them again ten minutes afterward, unless I saw something particular that would attract my attention.

Q. Did you see any bars in any of those barges of Mr. McKay's or Mr. Reynolds's that you should suppose were not sold at auction for old material?—A. Yes, sir; it didn't look right to me that they would sell good bar-iron.

Q. Did you see anything except the bar-iron?—A. Nothing but stuff of that sort such as angle-iron.

Q. Did you see any copper, brass, or composition?—A. No, sir; excepting what there might be in some pieces of machinery aboard the barge, such as a part of an engine. The journal-boxes are made of brass, you know.

Q. You did not see bolts, or sheet-copper, or zinc, or tin?—A. No, sir.

Q. Was any of the material from the different departments removed from the yard by night and put aboard the barges?—A. Yes, sir.

Q. Were these barges ever taken away from the yard at night-time, to your knowledge, and removed over to this wharf that you speak of, in Queen street?—A. I don't know where the barges went. I presume they went to League Island. I have no knowledge of their going anywhere else, and, in fact, no knowledge, I think, at all. It was not in our department.

Q. Whenever they left the yard they went directly to League Island?—A. Yes; I presume so. I have no knowledge otherwise.

By Mr. MILLS:

Q. Is this Queen street wharf on the road from the old yard to League Island?—A. No, sir; it is this side of the navy-yard.

Q. When the boats or barges or scows left the navy-yard would you have any opportunity to have seen which way they went?—A. Yes; if I had been down there, I have seen some of them going to Queen street wharf, and some the other way.

Q. Was there a place called Greenwich Point down there?—A. Yes; I believe there is.

Q. Do you know anything about the stoppage of boats at that point?—A. I do not.

Q. Do you know anything about any false bottoms to any of the scows or boats?—A. Yes; all boats that are properly built have false bottoms in to keep the water from spoiling the cargo.

Q. Have you any knowledge or information, the sources of which information are available to this committee, about property being stored or hidden away in these false bottoms?—A. No, sir; nothing at all.

Q. Were you in the yard at night-time when property was being removed?—A. I was there on several occasions until about 6 or 7 o'clock. They knocked off work there about half past 4 o'clock, I think, in the winter. I was there an hour or two after the regular time of quitting.

Q. That would run you after dark at that season of the year?—A. Yes, sir; they were using lanterns.

Q. At that time was the loading of the private barges or scows of Mr. McKay going on?—A. I will not be positive as to that, but I am under the impression that McKay did not have any private barges there at that time. The time I am speaking of particularly is when they were removing the bar-copper and small-stores out of the construction store-house, at the upper end of the yard. I think that was about the only time I was in the yard when they were working at night removing stuff, and I don't think McKay had any private barges there at that time.

Q. Then you were there at no night upon which property purchased by McKay was removed, if it was removed at all, in his private barges?—A. No, sir.

Q. You spoke of Seyfert, McManus & Co. in connection with Mr. McKay. I will ask you if they were not all of them partners? Was not that the reputation?—A. It seems so. In the first place, it was before they commenced to remove our department, that I was put on a board of inquiry about some stuff that had been stolen from our department. As it was too heavy for any one to carry out on their shoulders or in their dinner-baskets, (the pieces weighing from 500 to 2,000 pounds,) we came to the conclusion that it went out on a wagon or wagons. We thought that Seyfert, McManus & Co., as they had been hauling out iron for some time, having been buying some old monitor-stuff long before I came there, that it was possible their wagons might have taken it, either in mistake, or that it had been stolen by their drivers. I went up to Seyfert & McManus, and asked them if they had ever had any such stuff delivered to them at any of their places. They said that they had not; at least, that they did not know of any, but would inquire. The next morning I went around there with a detective, not exactly liking the looks of things. I met Mr. McKay in there. That was the first time that I had the slightest idea that he knew Seyfert & McManus. I was talking to Mr. McManus about this stuff, not having said a word to McKay, and McKay said that if we commenced to investigate him, he would lay us out—I suppose meaning the whole board. That was the first intimation I had that he had anything to do with it. I did not know that he knew Seyfert & McManus, or that he had anything to do with any of the stuff that had been hauled out up to that time. Then I commenced to think that they were all in together. Afterward I had occasion to go up there once or twice, and I met Reynolds and McKay both there. From Mr. Reynolds's evidence, as he asked to be brought up before the board at that time, he admitted that in certain things they were joint partners—Seyfert, McManus, McKay, and I don't know who else.

Q. Did you discover the fact that they were partners in the property that was being removed from the yard at the time you missed this material which you were investigating about?—A. When Reynolds came up before the board, that was what I understood—that they were partners in that stuff—but I had no idea of it before that time. After that, from the way the sales went, although I don't know anything about it, it looked to me as though they were all partners. For instance: Seyfert or McManus would be down there, and they would instruct Mr. McKay or Reynolds, or whoever was buying, once in a while. I don't know what was said, but I saw them talking together about the sales, and evidently taking notes as to what the things sold for. Sometimes McKay would, and sometimes the others.

Q. It did not make any difference who was the purchaser, whether it was Reynolds, McKay Seyfert or McManus; they were all delivered at the warehouse of Seyfert & McManus?—A. I don't know whose warehouse it was exactly, but I think it was Seyfert, McManus & Co. That warehouse down on the wharf, Reynolds called his.

Q. Was your attention ever called to a lot of ship-knees in the yard?—A. Yes, I took notice of them myself.

Q. Was your notice directed to them on the day of the auction, or about that time?—A. No, sir; I don't know that it was. If they were sold I didn't see it. If they were sold at all, it was the day that I was away part of the day.

Q. Then the day before or the day afterward, was your attention called to them so as to form judgment as to the number piled up there in the yard?—A. I never tried to figure up the number, but *I think I could tell you*. I should judge that in the original pile there

were four hundred or thereabouts. They were piled in a block hardly as wide as this room and I should say about fifteen feet high. The knees would average about seven inches thick.

Q. Was your attention directed to their quality?—A. They looked to me to be pretty good knees. They looked like old ones that had been laying out in the weather for some time, but they looked good. They looked dirty, of course. I don't know that I am much of a judge of ship-timber, but I have seen knees that I know were a good deal worse than these. They looked pretty fair, I thought.

Q. Do you know of any controversy with any of the officers of the yard?—A. As to the removal of the construction department, Captain Wells and McKay had a little difficulty. The contract was annulled after he had been working at it a day or two, and the captain ordered him to stop the removal, and he would not do it. At that he ordered the marines out and went around the yard to stop it.

Q. That was entirely in relation to the stoppage of work?—A. Yes, I think so.

Q. Do you know of any difficulty with any officer in regard to the improper removal of property?—A. He wanted some things taken apart, more in our department than we intended to take apart, and Mr. Newell and he had several set-to's about it; and I think the Chief Engineer Dungan and he had words once or twice. He also had words with a marine officer, Commodore Turner's son. I don't know exactly what all these things were about. He had words with almost every officer in the yard.

Q. That was all, however, as I understand you, in regard to the mode or manner of removal of the property under his contract. Did he ever have any difficulties under charges made by officers that he or his men were appropriating property unlawfully?—A. No, I do not know that he did.

Q. Do you know of any other instances than these which you have mentioned, of the unlawful or improper appropriation of property by Mr. McKay or any of his employés?—A. I know of an attempted appropriation apparently by Mr. Reynolds or the men under him. There was a lot of stuff belonging to yards and docks, and to the dry-dock—it was machinery for hauling a vessel off the dry-dock on to the ground. They had all these links in the barges, one day, hauling them away with stuff that had been purchased at auction. I notified the watchman, and he told the assistant civil engineer, who had them taken out of the boat again, but whether they were employés of McKay or not I don't know. They were all mixed up.

Q. Do you know of any other instances?—A. There was the Constitution's ballast. It was lying on the wharf. The watchmen knew what it was themselves. It had not been sold. They were blocks of iron about 15 inches long and 6 inches square. They were cast for ballast. They had a good part of them on the barge and the watchman made them pull it out again. I think that was Wilson, but I am not sure of that fact. We only had four or five watchmen down there altogether. We didn't have half enough. We could not watch everything. There were lots of things that were stolen down there, but who took them I don't know.

Q. How much property do you think was stolen or disappeared?—A. If you count out this bar-iron as not being stolen, I should suppose that the things that I have actual knowledge of would amount to a couple of thousand dollars, worth. I don't know how much of that bar-iron went. That would amount to considerable. I know that I saw several wagon-loads of it going down, and several wagon-loads in the hold. They were dumping it right along into the hold of this boat.

Q. You speak of that within your own knowledge?—A. Yes; I think I could figure up enough to make that of my own knowledge.

Q. That was stolen during the period of this removal?—A. Yes; before, at, and during the period of the removal. They were removing stuff from the yard at the time, but the actual moving of the yard had not commenced when part of it was stolen.

Q. To what department of the yard did this bar-iron belong?—A. The construction. I say that because I saw them rolling it out of a construction store-house.

Q. If sold, that fact ought to appear on the books of the construction department?—A. I should say so.

Q. Do you know of any gifts or presents made by Mr. McKay or Reynolds to any of the employés of the navy-yard?—A. Nothing only hearsay.

Q. Do you know since you have been connected with the service, of any one in the naval service having received any presents from any contractors in any shape, either for themselves or for their families?—A. No, sir; except as I say, by hearsay. I heard of a watch being presented, but I only got that information from the paper.

Q. Do you know of any contractor with the Government paying to anybody any fees or commissions in order to aid them in any way?—A. No, sir; I do not.

Q. Do you know of any advantage by loan or accommodation of any kind?—A. No; I do not.

By Mr. BURLEIGH:

Q. You say you had occasion to go once or twice to Seyfert & McManus's place after you first saw McKay there. What caused you to go there once or twice afterward?—A. It was all

connection with things that had been lost from the yard. There was a second court of in-
iry, in which Chief Engineer Newell, Captain Wells, and Mr. Stratton, the civil engineer at
ague Island, were the members appointed to find out about the stuff that had been taken
the Queen-street wharf, or some other place. They took me along with them to recog-
e the stuff, and I thought I was a member of the board, as they gave me orders to do this,
it, and the other thing. We went down on the Queen-street wharf and looked around at
stuff, and they then wanted to go into the building that is inclosed. They asked per-
ssion of the clerk who had charge of it, and he said that he didn't allow any one in there
less they had a note from the parties having goods stored in there. They were then go-
to get a search-warrant to go in. I don't know much about such things, but I told
m that they would make a mistake if they went in and didn't find anything and would
themselves in a fix. They sent me to Seyfert & McManus to see if I could not get
ynolds's permission to go through the building. Reynolds was not there. They, however,
d they would ask him about it, and the next day Reynolds came down to the yard and
d me he had written a letter and Seyfert & McManus had signed it, reporting me to the
cretary of the Navy, for interfering with their business. I went up there, I should say,
out four or five times in all, from the second time when I first met McKay there. After I
t McKay the second time, I went about three times, including the last time, of which I
ve just spoken in connection with the stuff that was lost.

Q. Speaking of the knees you say the original pile was about so large; what do you mean that?—A. The pile increased afterward.

Q. What do you mean; was the original pile the one that was sold?—A. I presume so; lon't know what was sold, for the reason that I was not there at that particular time. ere were, however, a lot of knees there that had never been used, which were sold. There s no paint on them, and they were not hewn down exactly to the right shape. They kept cumulating. That pile remained there, and was there when I left the yard to go to ague Island. I passed it, I suppose, about half a dozen times after that, and took notice ery time I passed it that there would be some extra knees lying around the pile—knees it had been used mostly, with paint on them. I don't know but what the pile is there :.

Q. This was after the auction-sale that you noticed the pile to increase?—A. Yes, sir.

By Mr. HARRIS:

Q. Were not knees transported to League Island?—A. Yes, sir; we sent quite a lot wn there on boats. I think the construction department removed the best part of those mselves.

Q. Did you understand these to be the remnant of all the knees of all kinds in the yard ed up there together?—A. No; I did not know anything about the square pile that was t there till after the sale, but I always imagined that they were knees selected at some e for something especial, being all right angles. I thought that they had been piled up ere ready for use. The knees that were afterward put around the pile were old knees.

Q. Who was this auctioneer?—A. Mr. Cook.

Q. Did he sell all the material there?—A. I believe that he has always sold the material ere. He was selling that day.

Q. Did he sell all the material on one day at auction?—A. No, sir; we used to have an ction about once a month. He always has been the auctioneer as long as I have been ere.

Q. Where is Briscoe who was the boatswain at the yard at that time?—A. I think he is the Norfolk navy-yard.

LEAGUE ISLAND NAVY-YARD,
Thursday, April 20, 1876.

JNO. B. HOOVER sworn and examined.

By the CHAIRMAN:

Question. State your position in the naval service.—Answer. I am assistant naval con-
ructor.

Q. Where have you been on duty for the last two or three years?—A. I was only ap-
inted last August as assistant naval constructor; since that time I have been on duty at e Philadelphia yard, at League Island.

Q. Prior to that time had you been in the employ of the Government at any point?—A. I as at the Washington yard.

Q. Were you in charge of the constructors' department during the removal of the yard at hiladelphia?—A. I was.

Q. State if during that removal you have any knowledge of any unlawful appropriation r removal of Government property.—A. I have none.

Q. Were or not frequent complaints made to you that such was being done?—A. No, ir; once or *twice complaints were made that* Reynolds was taking away our iron, but when

I went there I never could get it. We had some bolt-iron around belonging to the Constitution, which they were going to move, and I drove them away and would not let them take it. That is the only knowledge I have on the subject.

Q. Who designated the iron or other material that should be taken by Reynolds, or by McKay?—A. The bureaus from which they bought it, I suppose.

Q. Who was the individual who did that in your bureau?—A. Mr. Hartt did that. There was none bought that I know of; Mr. Reynolds, I believe, had orders from the Department to take all old iron not needed for immediate use.

Q. Who designated to Mr. Reynolds what iron he should take?—A. Mr. Hartt.

Q. Had you no part or lot in it?—A. I would stop him whenever he would go to take iron, and then Mr. Hartt would say it was all right and I would let him go on.

Q. In your opinion, was Mr. Reynolds taking iron that the Government could use?—A. I do not know how far the order extended. When I first came here he was taking iron which belonged to the Nebraska; then he went around to the blacksmith-shop, taking our scrap and I stopped him, and Mr. Hartt told me that that was all right, that he had an order to take all iron that was not for immediate use.

Q. What did you understand the term, "immediate use" to extend to? Did you understand it to mean all that there was not an immediate necessity for?—A. That is the construction you might put on it.

Q. Did you put that construction on it before or after Hartt's instructions to you?—A. I did not feel that I had authority to let him take that new iron, unless I had some higher authority; I would not let him take anything unless I got orders from Hartt.

Q. After having your instructions from Mr. Hartt, state whether you or anybody went forward in the work of separating what the Government would require for immediate use, or not?—A. We had no immediate use for any of that old scrap-iron.

Q. Had you for any other iron?—A. We had no immediate use for the bar-iron in the turrets.

Q. Who was there to perform the office of stating what the Government required for immediate use, and what it did not require?—A. The blacksmith was there, in regard to the iron around the blacksmith-shop. When Mr. Reynolds was gathering up this iron he went around there and I would not let him have it. I told Mr. Stohl, the blacksmith, not to let him take it unless he got orders to that effect; I delegated him, in one sense of the word, to see that he did not take it.

Q. Did you go to Mr. Hartt, or did Mr. Stohl go to Mr. Hartt?—A. I did.

Q. Then did you go back to Stohl and report to him?—A. Yes, sir.

Q. Then, if the separation took place at all, Stohl did it?—A. Yes, sir.

Q. You refer to Philip Stohl, do you?—A. Yes, sir.

Q. Is he at present in the employ of the Government?—A. No, sir; he has not been here for some time; he is sick, I think.

Q. Who weighed the iron that was taken off by Mr. Reynolds, or any other party?—A. I do not know the name of the man who weighed it.

Q. Was it weighed at all?—A. Up to the time the scales were taken away it was all weighed.

Q. After the scales were taken away how was it?—A. I do not know anything about that.

Q. Do you know what became of the iron then?—A. I do not.

Q. Do you know by whom it was loaded?—A. No, sir; it was loaded on a canal-boat. Reynolds had a canal-boat there and loaded it on her after the scales were torn up.

Q. Was there any one appointed to number the loads or take notice of this removal by Mr. Reynolds?—A. Not to my knowledge.

Q. He was then permitted to take it at his will?—A. I understood that he was going to take it, and have it weighed by the sworn weigher.

Q. But, so far as you know, or saw, no one was appointed or designated, or attempted to perform the office of numbering the loads taken out, or take any notice of the quantity removed?—A. Not to my knowledge; I do not know what Mr. Hartt did about that matter.

Q. I understand you to say that you did not know anything about the unlawful appropriation or removal of any property from the yard?—A. I do not.

Q. Are you familiar with the contracts made with Mr. McKay?—A. I am familiar with one.

Q. Which one was that?—A. The one that he was stopped on.

Q. Were you upon a board to estimate his damages in that case?—A. Yes, sir.

Q. State how you reached your result.—A. It was only by approximation; I went by my judgment. Of course I was familiar with the piles of lumber that were in the yard, and when we got the order the only thing we could do was to approximate, as nearly as possible, what was removed.

Q. Did you then estimate the value of the labor performed according to your judgment?—A. We only gave about the approximation of what material we thought he removed—so much live-oak, so much white-oak plank, so much stage and deck plank, &c.

Q. You considered that, if he had made a contract for $20,000 or $21,000 to remove the material, that he had removed such a proportion under that contract for which proportion he should be paid?—A. Yes, sir.

Q. And you awarded damages in that view?—A. Yes, sir

Q. You did not estimate the abstract value to the Government itself?—A. I only took the proportion of what he removed under that contract.

Q. You started out with the assumption, did you not, that he was entitled to the contract in the first place?—A. I thought he was; that is, so far as my knowledge extends.

Q. And in that way you measured his damages?—A. Yes, sir.

Q. In reference to that contract as originally made by Mr. McKay, considering the work to be be performed do you think it was a fair contract or an excessive one?—A. I do not think it was much out of the way for the amount of material that had to be removed.

Q. Do you know whether a gentleman had proposed to do the same work for $10,000?—A. No, sir; not until after the thing was stopped. I knew nothing about it.

Q. How long had McKay actually been at work when he was stopped?—A. I cannot say positively as to that, but I think it was two or three days. I think, probably, he worked two days before he was stopped. I had my own business to attend to. They were working 200 or 300 men on those two ships, and were hurrying us up, and I had those men to look after, and was consequently not paying a great deal of attention to him. I think, however, that he did work two days on that contract.

Q. And for that you allowed him how much money?—A. I did not allow him any money. I only allowed the proportion of what he removed.

By Mr. BURLEIGH:

Q. You allowed him half of his contract, did you not?—A. I think it ran in that neighborhood. He had a great many men and a great many teams there. I suppose he had 40 or 50 teams, and 300 or 400 men.

Q. You allowed him $10,000, did you not?—A. I do not remember the exact amount. As I have said, I do not remember the number of days he had been at work; it might have been two, and it might have been three.

Q. Was there any such proof before your board when you reported?—A. The report of the board will show exactly the facts in the case.

Q. Do you know anything about the purchase of the Seaweed?—A. No, sir; nothing.

Q. Do you know anything about the use of the Burlington by the Government?—A. Only that she was chartered, and came over and hauled our stores down here.

Q. Since the removal of the stores from the navy-yard, state what amount of service the Burlington has performed for the Government?—A. She has performed no service, except running a few loads up to the Constitution, since.

Q. How many loads?—A. I forget whether it has been one or two.

Q. You completed the removal of the stores from the navy-yard about the 5th or 6th of January, did you not?—A. Yes, sir; then after we got the Constitution on the dock, she took a load down to her. She took a load down from the old navy-yard to League Island, some time in January.

Q. That was one load. Then you say that she hauled some timber up to Camden, to Wood & Dialogue's establishment—either one or two loads?—A. Yes, sir.

Q. Is that all the service that she has performed since about the 2d or 3d of January?—A. Yes, sir; I think so.

Q. Do you know what rate, per month, the Government is paying for the use of the Burlington?—A. One thousand dollars.

Q. You know the Burlington; what is her value?—A. I should judge in the neighborhood of about $20,000.

Q. Are you able to state to the committee the additional cost of the Huron, the Alert, and the Ranger, after they came from the hands of the contractors?—A. No, sir; I have never seen them.

Q. Will the books of your office show that fact?—A. No, sir; that is in the constructor's office.

Q. Do you know anything about the quantity of locust timber that is on hand at this yard?—A. I could not say as to that.

Q. Is it a large quantity?—A. There is considerable locust on hand.

Q. Looking to the probable wants of the Government for the next three or four years, do you consider it in excess?—A. No, sir.

Q. What is that used for?—A. For bitts, stanchions, cleats, and various things about a ship.

Q. Do you say that it is not in excess of the probable wants of the Government at this yard for the next three or four years?—A. That depends altogether on how many vessels they build.

Q. Are you in condition to build any vessels at League Island?—A. Not at present; we could not build anything here just now, because we have no foundations in.

Q. Looking to the necessary preparation before you could undertake building, do you think it possible that you could make use of any timber in the next two or three years?—A. Not any, except in the way of repairs.

Q. Accepting that as a fact, then the quantity of locust that you have is in excess of any probable want on the *part of the Government*, is it not?—A. No; I do not think so. We

do not know how many vessels may come here that will want repairing, and, probably, that may use it all up. There is not such a large amount of locust on hand.

Q. Do you know of any abuse or fraud in the management of the navy-yard prior to its removal from Philadelphia, or at League Island since it has been established here?—A. I do not; you might in one sense of the word construe fraud in the way men are put in the yard.

Q. What do you mean by that?—A. Men are put in the yard through politicians, I think.

Q. Do you know the fact that men have been put in the yard who have been directed to be rated as skilled mechanics when they were not such in point of fact?—A. We have had some such men as that.

Q. By whose order was that done?—A. I do not know.

Q. Speaking within the last three months, have you not had upon this yard a number of inspectors of timber, saw-mills, iron, and various other things for whose employment there was no necessity?—A. There are such parties.

Q. Of what use are they to the Government?—A. The inspector of the iron takes charge and looks after the iron; that is about all the use he is.

Q. Have you not an inspector of saw-mills borne upon the rolls here?—A. We had.

Q. And you had no saw-mill here?—A. No, sir.

Q. When was he discharged?—A. I think last month.

By Mr. HARRIS:

Q. What duty did he do?—A. He did general duty around the yard; almost anything at all that came to hand.

By the CHAIRMAN:

Q. Were there any other gentlemen receiving inspector's pay who did duty about the yard?—A. I do not know of any at inspector's pay. There were only two that I know of, one the saw-mill inspector and one the inspector of iron.

By Mr. JONES:

Q. Have you not an assistant inspector of iron here?—A. Not that I know of.

By Mr. HARRIS:

Q. Could not one inspector of lumber or timber take an assistant from each yard in the United States which he was called upon to inspect, and inspect all the timber the United States requires to be inspected at the various yards; going from yard to yard?—A. I do not think he could.

By the CHAIRMAN:

Q. Since you have been connected with the yard, how many inspectors of timber, lumber, saw-mills, iron, &c., have been employed?—A. To the best of my knowledge, there has been one assistant timber-inspector, and I would not be positive, but I think he has a laboring man detailed with him. There has been, also, one inspector of iron, and one inspector of saw-mills.

Q. You are speaking, now, only of the construction department in designating these parties?—A. Yes, sir.

Q. Do you know any instance of the muster of men who did not perform any labor at the yard?—A. No, sir.

Q. In other words, men whose names were borne on the pay-rolls who actually did no duty?—A. No, sir; I make all the men who come under me do duty.

Q. Who was the timber-inspector who went up into the State of Delaware inspecting ships' knees?—A. I understood Mr. Keen went.

Q. Do you know whether his name was borne on the pay-roll during that period of time?—A. No, sir; I do not.

Q. Do you remember what time that was?—A. I do not.

By Mr. HARRIS:

Q. What would be the duty of a saw-mill-inspector; have you had a saw-mill?—A. That is not the term. It is "in charge of saw-mill."

Q. Is it not "inspector in charge of saw-mill?"—A. There is no "inspector" about it; it is simply "in charge of saw-mill;" that is the rate at which he was rated.

Q. Were there two men, one inspector of timber and one of saw-mills?—A. The "inspector of timber" is one person and the person "in charge of saw-mill" is another.

Q. There is an inspector of timber, and we understand his duties. Now there is a man also, is there not, "in charge of saw-mills?"—A. Yes, sir.

Q. Is he a foreman?—A. Yes, sir; the same as a quarterman.

Q. You do not call him an inspector?—A. No, sir; he is rated "in charge of saw-mill."

Q. What pay does he get?—A. That I do not know.

Q. Then, whether the word "inspector" is used or not, he is the man having charge of the sawing work in the saw-mill?—A. Yes, sir; he would regulate what the sawyers should saw, and see that the timber was sawed properly. "Superintendent of saw-mills" would be the most proper term.

Q. You have such a man here but have no saw-mill?—A. There is no saw-mill here.

Q. For what purpose is that man used?—A. I have been using him around to help put things in order and stow things away.

Q. Upon such duty as you could use any intelligent man for?—A. Yes, sir.

Q. You could hire just as good men for a dollar and a half a day, could you not?—A. Yes, sir: that is, to do the same work that he is doing at present.

Q. Who is Mr. Clement Keen?—A. He is timber-inspector.

By Mr. BURLEIGH:

Q. What are the duties of inspector of iron?—A. To take charge of the iron, see that it is properly stowed, and issue it as it is required.

Q. Is he what you would call an iron-store clerk?—A. Yes, sir: something of that style; if anybody comes for iron it is his duty to see that none is taken without proper authority, and to see that a proper account is kept.

Q. Is there anything in that store-house except iron?—A. No, sir; that is, there was nothing but iron in it when it was situated at the old yard.

Q. When the iron was being removed should he not have attended to the removal of it?—A. Yes, sir; he was there.

Q. Did he attend to the removal of it?—A. Yes, sir.

Q. Is that same man in the yard on duty?—A. Yes, sir; his name is Middleton.

Q. Is all the iron which you have in the yard what this committee saw in the storehouse?—A. No, sir; it is placed around in sheds so as to be sheltered over.

Q. How long is it since you have used any iron here?—A. We are using iron now upon the old Constitution.

Q. Where is she being repaired?—A. At Wood & Dialogue's.

Q. How often do you get any iron for her?—A. I have sent up some once, I know, on the Burlington.

Q. Is that all?—A. Yes, sir.

Q. Is that all the duty this man has performed, looking after the amount of iron the Burlington has carried, since he has been on the island?—A. Yes, sir; he is detailed sorting the iron out and putting it in the racks.

By Mr. HARRIS:

Q. State whether the iron was not all sorted and sized and placed by itself in the old storehouse.—A. Yes, sir.

Q. I notice that it is thrown around in all ways here?—A. We had no place at all when we moved down here to put that iron.

Q. Could you not have brought the separate sizes a little more by themselves so as to have had them laid on the ground according to their size?—A. Yes, sir; it might have been done.

Q. It has not been done to a very large extent. You have all the small iron thrown together promiscuously, have you not?—A. Yes, sir.

Q. Could not that have been prevented by good management?—A. Not the way it was handled; they had so many men here handling things that it gave you no chance.

By Mr. BURLEIGH:

Q. Have you a foreman blacksmith in the yard?—A. No, sir. I think he is sick; he has not been here for some time.

Q. Is he on the pay-roll?—A. No, sir.

Q. How long has he been sick?—A. I think probably a couple of months.

Q. He was not discharged before he was taken sick, was he?—A. No, sir.

Q. Is not the blacksmith really the inspector of the iron in regard to quality?—A. He also inspects.

Q. And the iron is particularly under his charge, is it not?—A. Yes, sir; to a certain extent.

Q. Does the foreman blacksmith have a clerk?—A. He has a writer, or had.

Q. The salary of writers is $900 a year, is it not?—A. That is more than I can tell you. I am not posted in regard to the rates.

Q. Could not the blacksmith, being the judge of the iron as to its quality, easily and better attend, with the assistance of his clerk, to the delivery of that iron than any one else?—A. Yes, sir; as a general thing, the blacksmith goes and gets it.

Q. And it is under his charge?—A. Yes, sir; to a certain extent. The iron-store was convenient to the blacksmith-shop.

Q. Was the inspector of iron on the yard during working-hours?—A. Yes, sir; up at the old yard he was.

Q. Was the inspector of the saw-mill at the saw-mill all the time it was running?—A. Yes, sir.

Q. He was the foreman to carry on the work, was he not?—A. He merely regulated the men in the mill in the sawing of logs.

Q. Did he not have a foreman sawyer?—A. No, sir; not to my knowledge.

Q. Did the foreman or inspector in charge of saw-mills have a clerk or writer?—A. No, sir.

By Mr. JONES:

Q. Did I understand you to say that you drove Mr. Reynolds from taking iron?—A. I would not let him take it until I received orders from Mr. Hartt.

Q. Was it such iron as you would consider suitable for construction?—A. A great deal of it was not. It was a scrap-heap; it was old scrap-iron thrown out.

By Mr. BURLEIGH:

Q. What made you have any doubts about that?—A. Because I did not know whether it was justifiable.

Q. Did Reynolds not take iron that was suitable for construction department from the old yard?—A. Not to my knowledge.

Q. Do you know whether or not he removed all that he took by day?—A. He did.

Q. Did he move none by night?—A. No, sir.

Q. Not from the store-house to the barges?—A. No, sir; not to my knowledge, and I was there every night. Every night the men worked, I was there myself.

Q. Are you certain that he moved any iron from the store-shed down to the wharf?—A. He did not to my knowledge.

Q. Did you not have, at the old yard, a man in charge of your iron-store, aside from the inspector?—A. No, sir; I do not know but the one man.

Q. Was this inspector that you speak of in charge of the iron-store there to open it and shut it?—A. Yes, sir.

Q. Did he have an assistant at the old yard?—A. Not to my knowledge.

Q. Has not the Burlington had a captain and all of her crew ever since she has been chartered by the Government?—A. No, sir; not all the time.

Q. Have they not been paid by the Government?—A. Yes, sir; while they were on duty.

Q. What part of the time have they not been on duty?—A. I could not tell you accurately the number of days, but they have been off and on. I do not know when the first suspension occurred, but they only came on here lately to take this material up to the Constitution.

Q. Have not the captain, fireman, cook, and engineer been connected with her all the time?—A. The engineer and fireman have been connected with her principally all the time.

Q. Has not the Government furnished watchmen to take charge of her at the wharf all the time?—A. Yes, sir. We had ship-keepers on her. I think there have been three of them on her.

Q. Do you know whether the steam-engineering department has an iron inspector or not?—A. I do not.

Q. Do you know whether they had in the old yard?—A. No, sir.

By Mr. BURLEIGH:

Q. You say that the captain and others of the crew of the Burlington were taken off and then put on again to move that material up to the Constitution?—A. They were all taken off, and then we received orders to deliver the material to the Constitution. We commenced to load the Burlington on the 31st of March.

Q. You took one load up?—A. Yes, sir.

Q. Since that time have these people been on full pay?—A. Yes, sir.

Q. And done no work?—A. O, yes. They have been helping to load the boat, and getting the material out.

Q. Has the boat made a trip since that time?—A. No, sir. They are loading her now—at least they were loading her yesterday.

Q. Does the captain of the boat help load her?—A. He superintends his men—the fireman, deck-hands, &c.

By Mr. JONES:

Q. I understood you to say that the order was to take such iron as you did not want for immediate use in your department?—A. Yes, sir; I think the order read in that way.

By Mr. HARRIS:

Q. Who was to be the judge of that?—A. Mr. Hartt.

Q. Did he give the order that you were to deliver to Reynolds all that was not wanted for immediate use?—A. Yes, sir.

Q. That was all that he did about it, was it not?—A. Yes, sir.

Q. But who judged what was wanted for immediate use?—A. I do not know.

Q. They were taking large quantities of iron, were they not?—A. Not to my knowledge.

Q. Did they not take new iron—flat, bar, round, and half round, and angle-iron?—A. Not to my knowledge.

By the CHAIRMAN:

Q. If they did, how can you account for its getting away from the yard without your knowing it?—A. They did not. I do not think they got any round bar-iron or angle-iron.

By Mr. BURLEIGH:

Q. Have you been in the shed at Queen-street wharf?—A. No, sir.

By Mr. JONES:

Q. Do you not know that during the nights they were moving, iron teams were loading from the same shed or pile, both for the barge to League Island and the barge to Queen-street warehouse?—A. No, sir: and I was there every night. I do not see how it was possible for Reynolds to get it away.

By the CHAIRMAN:

Q. Looking to the mode and manner in which the material, stores, &c., belonging to the construction department were dumped on the wharves at League Island, would you say that proper care and diligence had been used on the part of those who were charged with the duty of delivering it here?—A. When we moved the yard you must recollect that we had no buildings except the iron-plating shop, which was not finished at that time; and we could not stow the goods in it. We could not better ourselves.

Q. You had to throw your goods upon the ground in disorder and confusion, did you not?—A. Yes, sir.

Q. And mix and mingle them all together hap-hazard. Was that the best that could be done?—A. We endeavored to keep the material apart as much as possible.

Q. Looking at it even at this day is it kept much apart?—A. We have no facilities to do otherwise at present.

Q. How long will it take you to lay it together in shape in a pile?—A. It might take us three or four weeks to get one of the piles out and find all the different parts.

By Mr. JONES:

Q. Has the inspector of iron had any man detailed to help him look after it since it has been moved down here?—A. We have had the laboring men gathering it up and sorting it.

Q. Do you refer to the amount which we have seen in the racks in your store-house as having been sorted?—A. Yes, sir.

Q. How many tons do you think there are there?—A. I have no idea.

Q. Are there fifty tons?—A. I should judge that there were.

By Mr. BURLEIGH:

Q. Is there ten tons?—A. Yes, sir; I think there is.

By Mr. JONES:

Q. How many men have been detailed to help this man in that work?—A. He has had four men, but not for the whole time. I suppose those four men have been working there from five to six weeks.

Q. And they have arranged and taken out, you say, about fifty tons?—A. Yes, sir; I should judge the amount was one in that neighbrhood.

PHILADELPHIA, *April* 19, 1876.

RANDOLPH WOOD sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of Wood, Dialogue & Co.?—Answer. Yes, sir.

Q. State to what extent you have made contracts with the Navy Department and for what purposes.—A. We have not done very much; we had some contracts for boilers, and at the present time we have one contract for refitting the Constitution; those are the only contracts we have had.

Q. Had you a contract for repairing the Mayflower?—A. That was hardly a contract; the boat was sent there to have her boilers put in; we built the boilers, and she was then sent over to have them put in.

Q. Was it your firm that leased the Burlington?—A. We were connected with the Burlington; she was owned by a company which the firm controlled.

Q. You bought a dry-dock, did you not, or something of that kind?—A. Yes, sir; that was before I took any active interest in the firm.

Q. How much was given for that dock, or agreed to be given?—A. I cannot give you the exact figures: it was something over $30,000, I think.

Q. Was it $35,400?—A. I think that was the sum; that was done before I took any active interest in the firm; my brother-in-law, John, was the manager of the firm then.

Q. Has your firm ever paid for that dock?—A. I cannot say that we have finally paid for it; there is something still due the Government on account of it, I believe. I think there is $8,000 or $10,000 still due.

Q. Is the monthly rent of the Burlington passing to your credit on that account?—A. No, sir; it is not.

Q. No part of it?—A. No, sir.

Q. How long since was the purchase of the dock made?—A. I can only answer you that it has been over *two years, but the exact time* I cannot say.

By Mr. JONES:

Q. Did I understand you to say that you drove Mr. Reynol[illegible] nothing more than would not let him take it until I received orders from Mr. Har[illegible] it has been paid; we [illegible]t in shape.

Q. Was it such iron as you would consider suitable for co[illegible] I do not know how that it was not. It was a scrap-heap; it was old scrap-iron th[illegible] suppose, at the time, but

By Mr. BURLEIGH:

Q. What made you have any doubts about that?—[illegible] was justifiable.

Q. Did Reynolds not take iron that was sui[illegible] As I have said, I am really not old yard?—A. Not to my knowledge. [illegible]ecified at the time, I suppose was

Q. Do you know whether or not he remov[illegible] the payment of that debt?—A. I sup-

Q. Did he move none by night?—A. No

Q. Not from the store-house to the bar[illegible] there every night. Every night the m[illegible] atter has been pending?—A. Yes, sir; but, [illegible] part in the firm.

Q. Are you certain that he move[illegible] if your bill for her repairs is not in excess of He did not to my knowledge. [illegible]re than that.

Q. Did you not have, at the ol[illegible] will be?—A. I should think, including everything, as inspector?—A. No, sir; I do n[illegible] engineers, it will be about double that, or say $10,000.

Q. Was this inspector that [illegible]iner-work as well as boiler-work. shut it?—A. Yes, sir. [illegible] agreement, in writing, of the department with your firm in re-

Q. Did he have an ass[illegible] repairs to be done upon the Mayflower?—A. Nothing more than

Q. Has not the Bur[illegible] were instructed to have the boilers put in so that she could pro- chartered by the Gov[illegible] to any of the navy-yards; when we came to do that we found

Q. Have they no[illegible] the beams that were in her; there are five or six of that class of

Q. What part o[illegible] at some two or three places; they are not of the same depth of hold; the number of [illegible] designed from the drawings they had in the department, and when they sion occurred, [illegible] had not the same depth of hold that was mentioned in the department.

Q. Have [illegible] taking out the wooden beams and putting in iron beams in order to allow time?—A. [illegible] under the beams; that is one item which is going to make the bill some-

Q. Ha[illegible] than if the boilers had fitted as they ought to have been fitted; all we have in the time [illegible] authority is to proceed to put the boilers in; there was an order given, I believe, on her. [illegible]-work to Commander Howitson's ideas as to the way in which he wanted

Q. [illegible] fitted up for the cadet engineering service.

—A. [illegible]

C[illegible] And it is only under such general instructions that you have been going forward and making the repairs upon that vessel?—A. Yes, sir; that is the way it has been done.

Q. No other writing has been made in relation to it?—A. No, sir; none that I think of now.

Q. You gave no security for the faithful and due performance of that work, did you?—A. No, sir.

Q. You have stated that you had a contract to repair the Constitution; that is done according to specifications, is it not?—A. Yes, sir; that is done according to specifications.

Q. Did you enter into any contract in regard to that, and give bond and security?—A. No, sir; I do not think there is any security given; in fact, I am positive of that.

Q. How is it in regard to your contract about the boilers?—A. There is no security there either; it is not a usual thing to give security, so far as I know. We ordinarily never do it.

Q. Your contract, as I understand it, for the making of the boilers was the first one you had with the Navy Department?—A. Yes, sir.

Q. State whether you had been an applicant for contracts to the Navy Department, or a bidder at any of their lettings for such contracts, prior to that time?—A. To my own personal knowledge we never were a bidder before for the Navy Department work; but, for some months, I had spoken to the Secretary once or twice, telling him that I had interested myself in these works; that they were large works, and if he had any work to give I thought he ought to give us some. That was in a general way, as I would speak to anybody—as I would have spoken to any other merchant.

Q. State if you went to Judge Stratton, in the city of Camden, and told him that you had been unsuccessful in your applications, and proposed to secure his aid and influence in any way?—A. I did go to Judge Stratton; I knew that he knew the Secretary very intimately, and he knew the nature of our works, which were then being completed, and which were capable of doing any kind of marine work. I told him that I had not time to be going to Washington looking after these things; that if at any time he could use any influence, by speaking a word to the Secretary or to anybody for me, I should be very much obliged to him. I think he did see Secretary Robeson once, or possibly twice, after that, in relation to getting us some work.

Q. Do you feel indebted to him for his influence in that direction?—A. I never did.

Q. Did you propose to him that you would compensate him for any influence that he might exercise?—A. That is a pretty straight question. I did say to him that if he put himself out in any way, or was out in traveling expenses, or anything of that kind, that I would compensate him for it.

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Q. What is your impression about it?—A. I should say no, if a yes or no reply was demanded. I do not think I did, although I may have done so.

Q. Have you had any difficulty about your bills upon the Mayflower?—A. I cannot say that I have. One or two points arose on the first part of the bills. The engineer in charge said that he wanted the labor classed in two ways—as labor and machinists—whereas in making them up, they were put in one uniform price. There was also another question about putting the boilers aboard, as to whether our contract called for them delivered on board, or whether it was simply delivered alongside. There were also one or two little charges in the bill that the book-keeper put in for painting, &c., and as soon as my attention was called to it, I had it crossed off.

Q. I understand, then, from your statement that yours was not a complete proposition to furnish the boilers for so much money.—A. Our proposition was to build the boilers for so much a pound. The putting of them in the boat was a separate job of work. We very often build boilers which are put in somewhere else.

Q. How do I understand that the question of the division in charging the value of the labor of your employés came in?—A. That came in in the putting of them in and making the connection with the engines. That was after the boilers were accepted, tested, and completed. Then the boat came to have them put in. The first idea was that they would send them down to the navy-yard and have them put in there.

Q. Has your bill for the boilers been paid?—A. Yes, sir; that is, for the boilers themselves.

Q. Have you recently received any bill approved by the head of the Bureau of Construction for the repairs done on the Mayflower?—A. Yes, sir: for the joiner-work.

Q. Are your bills approved to date?—No, sir; I think they have been approved up to the 1st of April.

Q. Did they not fail to pass muster with the constructor—Mr. Hichborn?—A. I do not so understand it.

Q. Did he not propose to dock your bills $1,000 or $1,200?—A. No, sir. I do not understand that he did.

Q. Was he called on by the head of the bureau to go over there and inspect what you had done and determine its value?—A. I do not know about that. I think he was. We never had any communication like that.

Q. Was there any considerable delay, in your opinion, in the payment of that bill last approved?—A. Nothing more than I should have expected. The trouble, you might say, was this, if there was any: Mr. Hichborn was not here at the time the work was begun and progressed with. He has only been here in charge of the yard for a couple of months. The work has been going on for four or five months, or perhaps more than that—probably for six months. We never had any final plan presented to us in the case of the Mayflower.

Q. There could not have been very much of a plan, could there, to go by if it was dependent on the will of the officer who was to be in charge of her?—A. It has only been within the last month that Commander Howitson has specified what he wanted.

Q. During that period of time Mr. Hichborn has been here?—A. Yes, sir; once or twice.

Q. In case of a contract so made, the Government, to protect itself, must upon inspection see what the value of the labor is that has been done, must it not?—A. Yes, sir; but it is a difficult matter to get at, where you go and take hold of work that you have not had under your eye all the time. I do not pretend to be a practical machinist or ship-carpenter myself, although my partner, Mr. Dialogue, is.

Q. Is it not the fact that you have had a difficulty in having that bill adjusted, and that it has been sent back here once or twice for the approval of Mr. Hichborn, who failed to approve it, and ultimately *your bill came from the* bureau approved?—A. No, sir; that is not the *fact at all, according to my knowledge.*

By Mr. BURLEIGH:

Q. Did you give any security for the payment of the balance?—A. Nothing more than the general security that the Government has in the shape of a lien until it has been paid; we have been spending a great deal of money in rebuilding and getting it in shape.

Q. Did you give any security at the time you purchased it?—A. I do not know how that was; there was a payment made according to the requirements, I suppose, at the time, but I am not really conversant with the details of that transaction.

By the CHAIRMAN:

Q. Were you not to pay for it within thirty days?—A. As I have said, I am really not conversant with the facts; whatever might have been specified at the time, I suppose was complied with.

Q. Have you not been asking delay after delay in the payment of that debt?—A. I suppose that has been done.

Q. Has it not been over two years that the matter has been pending?—A. Yes, sir; but, as I say, it was done before I took any active part in the firm.

Q. In reference to the Mayflower, state if your bill for her repairs is not in excess of $5,000?—A. It will be considerably more than that.

Q. What amount do you think it will be?—A. I should think, including everything, as she is to be fitted up for the cadet engineers, it will be about double that, or say $10,000. That includes everything—the joiner-work as well as boiler-work.

Q. Is there any contract or agreement, in writing, of the department with your firm in regard to the extent of the repairs to be done upon the Mayflower?—A. Nothing more than that when she was sent we were instructed to have the boilers put in so that she could proceed under her own steam to any of the navy-yards; when we came to do that we found that we had to take out the beams that were in her; there are five or six of that class of boats; they were built at some two or three places; they are not of the same depth of hold; those boilers were designed from the drawings they had in the department, and when they came to be put in, she had not the same depth of hold that was mentioned in the department. That necessitated taking out the wooden beams and putting in iron beams in order to allow getting the boilers under the beams; that is one item which is going to make the bill somewhat larger than if the boilers had fitted as they ought to have been fitted; all we have in the way of authority is to proceed to put the boilers in; there was an order given, I believe, to suit the joiner-work to Commander Howitson's ideas as to the way in which he wanted the boat fitted up for the cadet engineering service.

Q. And it is only under such general instructions that you have been going forward and making the repairs upon that vessel?—A. Yes, sir; that is the way it has been done.

Q. No other writing has been made in relation to it?—A. No, sir; none that I think of now.

Q. You gave no security for the faithful and due performance of that work, did you?—A. No, sir.

Q. You have stated that you had a contract to repair the Constitution; that is done according to specifications, is it not?—A. Yes, sir; that is done according to specifications.

Q. Did you enter into any contract in regard to that, and give bond and security?—A. No, sir; I do not think there is any security given; in fact, I am positive of that.

Q. How is it in regard to your contract about the boilers?—A. There is no security there either; it is not a usual thing to give security, so far as I know. We ordinarily never do it.

Q. Your contract, as I understand it, for the making of the boilers was the first one you had with the Navy Department?—A. Yes, sir.

Q. State whether you had been an applicant for contracts to the Navy Department, or a bidder at any of their lettings for such contracts, prior to that time?—A. To my own personal knowledge we never were a bidder before for the Navy Department work; but, for some months, I had spoken to the Secretary once or twice, telling him that I had interested myself in these works; that they were large works, and if he had any work to give I thought he ought to give us some. That was in a general way, as I would speak to anybody—as I would have spoken to any other merchant.

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Q. Did you name the price?—A. I never did.

Q. Have you ever paid him?—A. I never did; he never made any demand on me. The Secretary gave us these boilers to build, and he never said anything to me about it afterward, nor I to him.

Q. What induced you to make that proposition to him?—A. I suppose from the feeling that he was a Camden man, and ought to be interested in keeping Camden people employed, and from the fact that he knew the Secretary very well and intimately. We have always had the impression that they were very strong personal friends. I cannot think of any other reason just now; I suppose that was it. It was very natural, at all events.

Q. Did you know at that time that Judge Stratton was distributing money for political purposes for the Secretary?—A. No, sir, I did not; I heard about that after the election was over, but I did not know it at that time.

Q. Did you get that contract for repairing the boilers pending an election?—A. I am only speaking from memory, but I think there was an election shortly after that.

Q. Was it not in the fall of 1874?—A. Yes, sir; it must have been October or September, I think.

Q. Did you not state to Judge Stratton that you were giving employment to a number of men, and that a Government contract would enable you to employ a number of men?—A. I do not remember anything of the kind. I may have thrown out all the inducements I could as a man who wanted work, but I do not remember saying that.

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Q. You say that it has been approved up to the 1st of April?—A. Yes, sir.

Q. Have you got the money upon that bill?—A. We have got vouchers; they have not been paid yet.

Q. Why not?—A. I suppose they have not had time. They were presented to the paymaster, and he sent them down there. Then, when the money is remitted to the paymaster, as I understand the agreement, he notifies and pays us.

Q. Are these the only bills of the Navy Department in your hands which are approved and unpaid?—A. Yes, sir.

Q. Have you no bills for your work done on the Constitution unpaid?—A. No, sir; we have never presented any bills for her at all.

Q. Have you ever paid any fee or commission to any one in connection with your contracts or agreements with the Navy Department, or any of its agents?—A. No, sir; never.

Q. Have you ever made any presents to any one connected with the naval service in any way?—A. No, sir.

Q. Do you know whether that has been done by any one?—A. No, sir; I do not know it.

Q. Have you any information upon that subject?—A. No, sir.

Q. Do you know whether any such gifts or presents have been made to any member of the family of persons connected with the naval service?—A. Not to my knowledge.

Q. When was the Mayflower brought to your yard?—A. About six months ago.

By Mr. JONES:

Q. Have you received any money in the shape of rent for the Burlington from the Government?—A. We have received five months' rent for her, at the rate of $1,000 a month.

Q. Has the Government made any arrangements with you as to how long they propose to keep her?—A. No, sir; they agreed to pay that and to return her to us in as good condition as they received her.

Q. Has she not been lying a long time at League Island this winter doing nothing?—A. I do not know how that is. They can tell you better down there.

Q. Do you not know that to be the case?—A. I forget just when they did move the yard. She has not had a great deal to do since then.

Q. Is she doing anything excepting carrying timber to your place to repair the Constitution and the Mayflower?—A. I do not know about that.

Q. What kind of a steamer is she?—A. She is a large iron steamer, built for carrying freight.

Q. Did Constructor Hichborn and his assistant come over to your place since he has been stationed at your yard, to make a survey upon what work you have done on the Mayflower?—A. To my own personal knowledge they have not.

Q. Have you heard that they have been there?—A. I think Mr. Hichborn told me that he had.

Q. Has he been there more than once for that purpose?—A. I have seen him there but once. He was not there for that purpose as far I know.

Q. Do you not know that he has been over there twice to make an estimate, by order of the Department?—A. No, sir.

Q. Do you know the amount that he reported to the Department you had done upon that vessel?—A. I think he told me, although I do not recollect the amount. It was something less than the amount of our bills, and I think nearly $1,000. He said to me in connection with it, "There is an allowance to be made for this from the fact that you have had nobody to tell you just what you had to do, and you have had to go along a little at a time as you could get your information."

Q. You made out your bill and sent it in?—A. Yes, sir; I sent it to him.

Q. You did not send it to the chief of the bureau?—A. No, sir.

Q. How much was this last bill?—A. It embraced all up to the time I named and was in the neighborhood of $5,000.

Q. Was not that $1,300 or $1,400 more than he made the estimate as to the work which you had done on the Mayflower?—A. No, sir; I think there was less than $1,000 difference between the estimate and the bill.

By the CHAIRMAN:

Q. With whom did you make the contract for the rent of the Burlington?—A. The charter is signed by Mr. Hanscom.

Q. Where did you meet Mr. Hanscom?—A. I do not know anywhere but in Washington, at his office there.

By Mr. HARRIS:

Q. What is the Burlington?—A. She is a large iron side-wheel steamer, built for carrying freight.

Q. Was she built for private or public use?—A. She was built for the Camden and Amboy Railroad.

Q. Is she a double-ender?—A. Yes, she is a splendid big boat for just that purpose.

Q. She is not a boat that the Government ever owned, is she?—A. No, sir.

Q. What is her cost?—A. Such a boat as that would cost to build from $60, $70,000.

Q. Is she new or old?—A. She had not done a year's running when we got hold o She was several years old, but I mean she had not had a year's use.

Q. What is her market-value?—A. If anybody wanted her right bad they woul 60,000 and odd dollars for her.

Q. And if you wanted to sell her right bad you would sell her for how much? W would she bring in the market?—A. Without any use for her, of course, she would bri low price. If you sold her simply for old iron she would not bring over $10,000 or $15, but if there was actual use for such a boat as that, anybody would pay $50,000 for her would be glad to get her at that price.

Q. She would not answer for a pleasure-boat, would she?—A. She could be fitted fo but she is made for one large freight room underneath. I suppose she would make t miles an hour in the river; she is made for a river boat; she would not do to run outsi without some alteration.

By Mr. JONES:

Q. How much is your contract on the Constitution?—A. About $40,000, I think.

Q. Is she completed?—A. No, sir; we have done but very little on her.

Q. You do not know of anything that this boat which you have leased to the Gover ment is doing except to take that timber from League Island to your place, do you?—A. do not.

PHILADELPHIA, *April* 19, 1876.

JOHN B. WOOD affirmed and examined.

By Mr. HARRIS:

Q. Who are the members of the firm of Wood, Dialogue & Co.?—A. It is now R. Wo & Dialogue. I was a member of the firm, but have withdrawn,

Q. Up to what time were you a member?—A. I was virtually a member, I suppose, up February of this year. I never would take naval contracts. When the work got dull a they said they would have to take them, I said I would go out. I got out in February this year.

Q. Is Mr. Wood, who is now in the firm, a relation of yours?—A. Yes, sir; he is a fi cousin and a brother-in-law.

Q. Had that firm any naval contracts during the time that you were a member of it?— No, sir. They had some small work, but no regular naval contracts, because I never wou go into them. They did a little work.

Q. When did they first get a considerable contract with the Navy Department?—A. Th never had anything of any account. They had a lot of boilers once.

Q How long ago?—A. I think it was about November a year ago. That was when Ra dolph Wood and I first began to pull apart.

Q. What were those boilers for?—A. I do not know that. I never would have anythi to do with it in any way, form, or shape, and would not touch the thing.

Q. Why not?—A. Because I was a Friend, and I did not believe in making money out the Government in manufacturing war material, and would not fight when they wanted fight. I am an out-and-out Quaker, and objected to it on that account.

Q. And on that account wholly?—A. Yes; I would not have anything to do with it.

Q. Is not he a Friend, also?—A. No, he is not.

Q. And you carried your religious notions into your business?—A. Yes, sir.

Q. Are you familiar with the contracts which have been made since you left the firm?— I know nothing about them. I know Randolph tried to get the work, and generally got at a mighty low figure. Dialogue was a democrat, and they did not like to give him mu work, and between Dialogue being a democrat and I being a Quaker, we did mighty lit work.

Q. Randolph seems, however, to have got naval contracts?—A. O, he has nothing of a account.

Q. What has he got, so far as you know?—A. He got those boilers and put them i boat. That does not amount to anything.

Q. Is not the firm repairing some vessels for the United States?—A. Yes, sir; they repairing the Constitution; that is, since I left.

Q. That is the old ship Constitution?—A. Yes, sir.

Q. Do you know whether any member of your firm has offered to pay any person co pensation for obtaining contracts for them?—A. I know I have a claim in the Coast Surv that I have been fighting there for several years, which possibly I might get through i would pay anybody anything, but I never would. I have been fighting it for five or years.

Q. I mean to obtain *contracts for Wood, Dialogue* & Co.?—A. No, sir.

By Mr. JONES:

Q. Has anybody ever offered to pass that claim of which you speak?—A. No, sir. I have permitted Dialogue to do work for the revenue marine, and we have done a good deal of work for them, mainly because our bills have generally been a good deal lower than anybody else.

By Mr. HARRIS:

Q. Have any commissions been paid by your firm for such work?—A. No, sir.

Q. How have you obtained that sort of work?—A. It has been all done by the lowest bidders.

Q. Have you put in bids?—A. Yes; they got the Constitution by being the lowest bidder. The trouble is that they work too low.

Q. Have you withdrawn your capital from the firm?—A. I have not got anything to do with it in any way, shape, or form, and am entirely and completely out of the firm of Wood & Dialogue.

Q. Are you connected with them as a partner in any way in any iron business?—A. No, sir; nothing at all. We separated teetotally, divided up, and quit. But if you are going to investigate, I can save you a good deal of time in regard to the revenue marine. I know that that thing is managed as economically and as well as anything can be managed. I know they bring work to our place in preference.

Q. Who controls the revenue marine?—A. It comes in under the Treasury Department. We have done a good deal of work for them, but it has always been by bidding low.

Q. Do you know Mr. E. G. Cattell?—A. I do.

Q. Do you know whether your firm has obtained anything through him?—A. So far as I know, they have not.

Q. Do you know whether he has received any pay from your firm for services rendered?—A. I know that he has not. In my day he did not. I do not suppose that he ever has.

Q. Have Wood & Dialogue had material in the shape of iron, composition, or copper from the Government?—A. No, sir; I do not think you will find anything in that concern but what is as straight as a die.

PHILADELPHIA, *April* 19, 1876.

JOHN H. DIALOGUE sworn and examined.

By Mr. HARRIS:

Question. Are you a member of the firm of R. Wood & Dialogue?—Answer. Yes, sir.

Q. How long since that firm was organized?—A. In the early part of the year 1876. I think it was in February.

Q. What is the business of the firm?—A. Iron ship-building and general machine-work.

Q. Have you any contracts with the United States Government?—A. We have

Q. What are they?—A. We have a contract for the Constitution of about $40,000.

Q. What do you do with the Constitution?—A. We simply perform the labor and complete the vessel.

Q. Wood and iron?—A. The whole job with the exception of the outfit, sails, and rigging.

Q. Has she been rebuilt from her keel up?—A. Yes, sir.

Q. Is she a new vessel?—A. Nearly. Some of the old frame is there, I suppose.

Q. Is she built on the old model?—A. Yes, sir.

Q. Do you know how many times she has been rebuilt since her first launching?—A. That I could not tell you. A good many times, however.

Q. How did you obtain that contract?—A. We obtained that by sending a bid to the naval constructor, and he sent it to Washington.

Q. Were you invited to make a bid?—A. Yes, sir; by letter.

Q. Were other parties invited?—A. Yes, sir.

Q. How many?—A. That I could not say.

Q. Where were the bids opened?—A. I handed my bid to Mr. Hichborn here in Philadelphia.

Q. Do you know what persons bid against you?—A. I think there was a man named McKay who bid against us, although I would not be positive as to that.

Q. Was it Nat. McKay?—A. Yes, I think so. John Linn, I think, put in a bid, either in his own name or somebody else's. He was making an estimate on the ship. Other parties up town did the same thing.

Q. You got it on the lowest bid?—A. Our bid was $20,000 below any one else. Ours was about $40,000, and the next lowest was about $60,000. The bids ran up as high as $80,000.

Q. Is the vessel nearly completed now?—A. No, sir; we are working at her.

Q. Are you striving to finish her?—A. Yes, sir; but we have not got the material. They furnish the material and we simply do the labor.

Q. What material do you need?—A. Lumber and everything else.

Q. Has not the Government got plenty of lumber here?—A. They have got plenty at League Island, but it is scattered round there, and everybody is discharged there, pretty much.

Q. Did you pay or promise to pay any consideration for that contract to any person?—A. No, sir; never.

Q. What other contracts have you?—A. We have no other contracts at all. We are doing some work on the Mayflower, but it is all by day's work, simply placing boilers in her.

Q. Did you build the boilers?—A. Yes, sir.

Q. By contract, or by day's work?—A. By contract.

Q. How much was the contract?—A. The six boilers we built came to in the neighborhood of $40,000, I think.

Q. What is the Mayflower?—A. She is an iron tug, built to attend on the monitors.

Q. A tug to go with the monitor fleet?—Yes, sir; there were six of them built during the war or at the close of the war.

Q. And they required new boilers?—A. Yes, sir; this is the first time she has ever had new boilers since she was rebuilt.

Q. And you are doing repairs on the engine?—A. Yes, sir; general repairs. We are fitting her out for cadet purposes.

Q. How did you obtain that contract?—A. We got that over a year ago. Mr. Randolph Wood got that contract in Washington. He was there and telegraphed to me for a price for boilers, and before I could get an answer down to him he had taken the contract at a price fixed by himself.

Q. Sufficiently high to cover the estimate?—A. No, sir; he was three cents a pound lower than my telegram, and it was an unfortunate occurrence for us. We got through with it.

Q. Is that job completed?—A. The boilers were completed about four or five months ago, probably.

Q. Are they on board?—A. Two of them are on board.

Q. You are putting them in?—A. Yes, sir.

Q. Have you received any pay on the Constitution?—A. No, sir; not a cent.

Q. Have you received any on the Mayflower?—We have. We have received the pay for the boilers, but on the work of putting them in I cannot say how much we have received or whether we have received anything.

Q. Do you know E. G. Cattell?—A. Yes, sir; I have known him for twenty years.

Q. Did you ever have any business relations with him?—A. I have never had a cent's worth.

Q. Have you in any way paid him money, directly or indirectly, on account of any contract which you have had with the Government?—A. No, sir.

Q. And no commissions?—A. No commissions. I never spoke to the man once in my life. I do not speak to him on the street.

Q. Have you paid any officer of the Government or Navy Department any money?—A. No, sir.

Q. Or made any present, directly or indirectly, to them?—A. Never a present.

By Mr. BURLEIGH:

Q. Nor any sum of money to any party to influence contracts?—A. No, sir; we have never been able to get our money from the Government for what work we have done; that is, from the Navy.

Q. Have you from this work done for the Treasury Department?—A. Yes, sir; we never did any work for the Navy Department for the last fifteen or twenty years excepting those boilers.

By the CHAIRMAN:

Q. How long have you been in your present business?—A. I have been conducting the iron-ship building business for nearly twenty-five years now. It will be twenty-five years next March.

Q. Have you made any efforts since the present Secretary of the Navy took his position to secure any contracts with the Navy Department?—A. I have never had but one interview with Mr. Robeson since he has been Secretary, although I have known him for a great many years, in fact ever since he has been in Camden.

Q. Have you or your firm made any effort, directly or indirectly, to get any contracts?—A. Mr. Wood has repeatedly applied to him.

Q. Were you successful in any way?—A. This which I have described to you is about the only work which we ever got.

Q. That work, as I have understood your testimony, consisting in first the building of the boilers and second the repairing of the Mayflower, and third the Constitution?—A. Yes, sir.

Q. Is that all you have had?—A. Yes, sir.

Q. Now as to the contract for making the boilers, you say that was secured through Mr. Wood?—A. Yes, sir.

Q. How was the repairing of the Mayflower secured?—A. That was only the conse-

quence of the boilers being at our premises. Of course we would naturally get the placing of them in the vessel.

Q. Do you know of any contract, understanding, or agreement made by Mr. Wood, your partner, with Judge Stratton, of Camden?—A. No, sir; I do not know anything about that.

Q. Do not you know that he promised to pay a commission to Judge Stratton to use his influence?—A. If he did he has never told me. I could not say. I do not know anything about what my partner did. All I can safely say is that there never has been a commission paid, or else I would certainly have seen it on the books.

Q. Have you had any difficulty about your bills for the repairing of the Mayflower?—A. We have had one in this way: The Mayflower, since she has been at our works, has been in the hands of a number of constructors and engineers, and by reason of the changes of them, one man could not certify to what another man had done. But we could not have any trouble in the general results, because we keep a strict record and even keep the man's name and the duty that he has performed on board of a boat either a Government boat or any other ship, so that we can always refer and prove by the man himself the work that is performed on any ship.

Q. Do you not know as a matter of fact that the report made by Mr. Hichborn upon your agreement to repair the Mayflower has been that you were entitled to a good deal less than you were claiming?—A. I think that he did say it was $1,000 or $2,000 less, although I would not be sure of that. But I do not attribute that to anything but the changing in the constructors, because a boat lying at our place, as that boat has been, and the work being put off from day to day, and changes made in the construction, would make the bill bigger apparently than it should be, but the whole bill is less than $10,000 for the putting in of those boilers.

Q. Have you not obtained your bills from the Department at Washington approved?—A. I think there is one of them approved; I cannot say certainly as to the other one. I did not go down to see about that at all. Mr. Wood attended to that matter. I attend to the mechanical department and do not look after the financial affairs in any way. They are in the hands of Mr. Wood.

Q. Were these boilers made prior to the dissolution of your firm of John B. Wood?—A. Yes, sir.

Q. He took no interest in it, did he?—A. No, sir; he did not have anything to do with it. He is an orthodox Quaker and has been opposed to the Navy work. He would not receive any profit, if any were coming.

By Mr. BURLEIGH:

Q. How much more does the heavy, large, plate-iron for armor-iron cost than the beam-iron for monitors?—A. It does not cost as much by the pound. You can get plating now for about two to three cents a pound, and you cannot get beams for less than 3½ or 4 cents.

Q. Are you acquainted with the manufacturing of beam-iron?—A. Yes, sir.

Q. Are you acquainted with the manufacturing of bridge-iron?—A. Yes, sir; I have been in the iron business for upward of thirty years.

Q. Which is the most valuable for monitors, bridge or beam iron?—A. I should prefer the beam-iron for monitors.

Q. Have you ever made any ships' frames or ship-work?—A. We are constantly engaged in that business on iron vessels.

Q. What should you say of a contract two years ago to return one pound of new beam-iron for a monitor, or iron suitable to build a monitor, in exchange of three pounds of iron such as monitors are made of, such iron being what is technically called monitor scrap?—A. Monitor-scrap at that time was worth about $32 to $35 a ton; beam-iron was worth about 5 cents a pound, net. It would waste in re-rolling more than the gross.

Q. That is 240 pounds on 2,000 pounds?—A. Yes, sir.

Q. Was there at that time a combination among beam-iron makers?—A. Yes, sir.

Q. Did they or not make large profits?—A. I think they did.

Q. Would you consider it a good trade for the Government or for the contractor to give three pounds of old iron, and to receive one pound of new iron of such character as I have indicated in my previous question?—A. That would be a fair exchange.

Q. I do not refer to the combination prices. I mean outside of the combination?—A. It would be better for the contractor than it would be for the Government, because the plates are only worth 3½ cents at the outside, net. Frame was worth about 3½ then. The beams were then worth about five.

Q. What proportion of the vessel do the beams amount to in comparison with the frame, the ceiling, the armor, and all the other work?—A. The frame would weigh a little less than one-half of the whole vessel.

Q. How much would the armor weigh?—A. That would be an additional matter. It depends on the class of vessels. The armor on the light-draughts is only 3 inches, and on the sea-going vessels it is 7 or 8 inches, I think.

Q. Say 5 inches; what proportion of the whole weight would that be?—A. I should

suppose it would be like dividing it into three parts; the frame being about one-third, the plating another third, and the armor another third.

Q. Where do your beams come in?—A. They would be a part of the frame. The beams are riveted to the frame. The beams are a small percentage of the frame.

Q. To recapitulate, what are the proportions of iron entering into the building of a monitor? and in answering that question, state the value two years ago of each of those proportions.—A. The beams would be 10 per cent. They were then 5¼ cents a pound. The plate-iron 60 per cent., at 3¼ cents per pound; frame 25 per cent., at 3¼ cents per pound; forged iron 5 per cent., from 5 to 25 cents per pound.

Q. Receiving three pounds of monitor scrap-iron, such as comes out of the old monitors, for one pound of iron forged as above, would it not be a good trade for contractor?—A. It would be a good trade provided he had a monitor torn up.

Q. I mean if he had three pounds of iron in scrap delivered to him in the yard at Philadelphia?—A. I should think it would be best for the contractor.

Q. What would be the profit on a trade of that kind?—A. A half a cent a pound.

Q. Do you think that is a large profit?—A. I do not think it is a very large profit. We try to get 20 or 25 per cent. if we can.

Q. What is the scrap worth to-day?—A. Twenty-five dollars a ton.

Q. Is there as much ratio of fall in the price of new iron as there is in scrap?—A. I can buy new iron for 2¾ cents, plates; I can buy angles for 3 cents.

Q. Then the fall in new iron is more than it is in scrap?—A. I have not figured that up, but I think it is. I do not see how they can make new iron at the present rates.

Q. In the prices that you have given for this iron on the monitors, have you reckoned a profit?—A. There was a profit at that time on the making of the iron.

Q. Then the half a cent a pound is extra profit?—A. Yes, sir; I should suppose it would be.

Q. Then the Government paid 12½ per cent. more for their work than they would have had to pay in money; is not that the result? Would not you at that time have taken a contract at that price, taking the chances of getting your bills paid?—A. Yes, sir.

By Mr. HARRIS:

Q. State whether you would say that the exchange of old iron for new at a profit of half a cent a pound to the contractor was a fair contract as between both parties. Would it have been such a contract as you would have made with other people?—A. No, sir. If I was working strictly and on strict business principles, I should not want to make quite so good a profit as that. There is no great margin, however, for the contractor. If it was a merchant job, I should say that it was a good thing for the contractor; but in working for the Government, if they are going to be very exacting in the quality of the plates, there is no great margin in it.

Q. And there is but 12 per cent. in it in any event?—A. That is all. We have taken the new iron at its cash price in the market and charged up the scrap at its cash price in the market. That scrap would have commanded $32.50 in the market, cash, and the plates and other articles would have averaged 4 cents a pound in the market.

Q. So that, in your judgment, it would have been better for the Government to have sold its scrap at a fair market-value for cash and to have purchased material for cash?—A. Yes, sir.

Q. The Government would have saved 12 per cent. thereby?—A. Yes, sir.

PHILADELPHIA, *April* 20, 1876.

CLEMENT KEEN sworn and examined.

By the CHAIRMAN:

Q. What position have you held in connection with the naval service at the Philadelphia navy-yard or at this League Island yard?—A. I have been timber-inspector for three years. Previous to that I was quarterman joiner for about a year.

Q. Do you remember a lot of ship-knees sold at the Philadelphia navy-yard just prior to its closing?—A. Yes, sir.

Q. Do you know anything about the number that was in that lot?—A. I could not tell you the exact number, may be 400 or 500, perhaps more than that.

Q. Was there that number there on the day they were sold?—A. I could not tell you that; we were using up some of those knees, and they burned a great many last winter a year that were condemned.

Q. Was not that lot of knees a lot of condemned knees?—A. No, sir; they were the ones that had been picked out. There had been two piles of them assorted; there was a survey held on one lot and they were ordered to be burned and were burned, and those that were there were the selected ones out of them which had been piled up with the intention of being used as they might be wanted.

Q. It *was that lot that was ordered to be sold*, was it?—A. I presume so. They were

sold. I do not know anything about the orders. I was down here at the time they were sold. I have not been at the Philadelphia navy-yard except to report since the latter part of last summer.

Q. What should you say was the worth of that lot of knees lying there?—A. I could hardly put any value on them without I had made a regular inspection, because knees lying in that way after having been in the water, rot very soon. They had been taken out of the water for may be a year and a half or two years, and piled up there, and they were rotting rapidly after they were once exposed.

Q. I understand you to state, however, that they were selected because they were supposed to be of some value?—A. They were better than the ones condemned, but still the others had been condemned a year before that, and, of course, in a year they would rot considerably.

Q. Can you not give us an estimate approximating to their value?—A. I do not think I could form any correct opinion about it.

Q. Were they worth $50?—A. Yes, sir; a great deal more than that, I should judge.

Q. Five hundred dollars?—A. I should judge they would be worth about that; I could not say positively, however. After they have been piled up there and exposed to wet and dry, after having come out of the water they rot very quickly. The knee in the woods will sap-rot in a year's time very badly in some places. I could not make any definite estimate as to the real value of the knees.

By Mr. BURLEIGH:

Q. Were they piled up there to rot?—A. No, sir: they had been taken out with the expectation of using them; we did use some of them. They stopped, however, on that little ship after they were got out. Work did not go on upon her until some time afterward, and was then given out by contract.

Q. You intended to use the knees in a vessel?—A. Yes, sir.

Q. Then you let them lay so long exposed that you thought they were decreasing in value and sold them?—A. I do not know anything about the selling, and do not know what they were sold for.

By the CHAIRMAN:

Q. You were not present on the day of sale?—A. No, sir; I did not know anything about their being sold until some three or four weeks afterward.

Q. How many ship's knees are there at League Island now?—A. I suppose about 1,200 or 1,400 or 1,500.

Q. Are they all new?—A. Yes, sir; pretty much all of them. Some few old knees came down from the upper yard.

Q. How many do you suppose?—A. I should judge there might have been 75 or 100 that came down from there which were old knees.

Q. You bought some 800 knees within the last twelve months from Bashor & Co.?—A. Yes, sir.

Q. And some 500 from Mr. Savage?—A. Mr. Savage has not furnished 500 yet.

Q. How many has he furnished?—A. In the neighborhood of 300 and over. I am inspecting some knees of his now. I do not know how many there will be. The first lot that he sent was 100. We took forty-seven out of the hundred. The next lot that he sent us was 132, and we took 101. This lot which is now here has some 200-odd in it, and they are very excellent knees, and in fact they are better than we have ever had from him.

Q. Am I correct in stating 800 as the number received from Bashor & Co.?—A. It might run over 800. I could not tell you exactly, unless I had my book with me. It is in that neighborhood. It may be more and may be less.

Q. When were they delivered at this yard?—A. At different times during the last year.

Q. Where did you inspect them?—A. Sometimes on board the vessels and sometimes on the lighters or rafts. If we happen to have an opportunity to get them on the raft we inspect them. Sometimes we inspect them on board the vessel.

Q. Who inspected them up in Delaware?—A. I went down in Delaware. I did not inspect any there.

Q. For what purpose did you go there?—A. They sent an order here for me to go down there to look at the knees and say which I thought would pass inspection after they came to the yard, and which would not. I saw three different lots of knees down there.

Q. How long were you there?—A. I was gone the first time two days. The second time I was not gone but a day and a half, going one day and coming back the next day.

Q. Were those two trips the only trips you made?—A. Yes, sir.

Q. Who paid your expenses?—A. Mr. Grant.

Q. Did he pay you anything beyond your expenses?—A. No, sir.

Q. Did anybody else on that account?—A. No, sir; nobody ever paid me a dollar for ither trip.

Q. That was Mr. Orvil Grant, was it not?—A. Yes, sir.

Q. Did he pay you a given sum of money to cover your expenses?—A. No, sir; he paid all the expenses himself and all my incidental expenses. I do not think it cost me a fip—penny-bit while I was away.

Q. Were you permitted to go by any order of the commandant?—A. Yes, sir: I had an order from Mr. Hartt to go. All my orders emanated from him, and he receives them from the commandant.

Q. Did you ever go out to inspect any ships' knees for anybody else?—A. No, sir.

Q. Did you ever go to the woods to inspect timber of any kind for anybody?—A. No, sir. I never did.

Q. After having inspected a lot of timber or lumber, do you remember any instance in which the same timber or lumber has afterward been received under orders either from the bureau or from the constructor at this place?—A. I do not know of any.

Q. Was none taken after you had rejected it?—A. No, sir.

Q. A large lot of lumber was delivered during the present fiscal year by Mr. S. P. Brown, of Washington, to this yard, was there not?—A. Yes, sir; a considerable amount of white-oak plank and heavy white-oak timber.

Q. A large quantity of timber has been delivered by Mr. George T. Wallace, of Norfolk, has there not?—A. Some yellow-pine timber came in from him, but I think in no great amount, say in the neighborhood of 15,000 or 20,000 cubic feet.

Q. Also by Loud, Hatch & Co., of Baltimore?—A. They furnished some square white-oak timber.

Q. And by Gaskell & Son?—A. They furnished a lot of white-pine lumber.

Q. And by Mr. Bigler?—A. Mr. Bigler furnished a small lot of 3-inch stage-plank; that is about all he furnished. He has not furnished anything else that I know of at this yard for some time.

Q. Did you reject any of the timber proffered by those parties?—A. Yes, sir.

Q. What became of that timber which you rejected?—A. Some of it was left here and a reduction made in it on account of its rejection. Where we could use any of it we would throw off in the length and breadth. If we could use it we kept it; none of it was taken away by Mr. Bigler. There was considerable left over by the large ship-house.

Q. Under the regulations of the Department, if timber or other material received at the yard under an agreement or contract fails to pass inspection, must it not be removed within a given space of time?—A. It must be removed, or a certificate given that there is no claim for it, if it is left here after the bills are made. We never consider a man entitled to take anything from the yard after the bills are made. I do not make a bill unless the party gives me a writing or makes an agreement that he does not want to take it away.

Q. In the cases of the parties named, did they remove the timber, or give you the certificate to which you have referred?—A. Yes, sir; we always had some writing to show that they did not want the timber.

Q. Please produce to the committee those certificates.—A. They are at my office; I will get them for you. Now, when I speak of their not taking the timber away, very frequently they would leave rejected timber here and say, "We do not want it; we won't take it." That would be taken without a writing. Other men would give a writing; I never paid much attention to it, just throwing it in the drawer. I simply wanted to know that they did not want it; that was all we cared about it. Sometimes they took it away. Mr. Gaskell frequently took some timber. Mr. Brown had several sticks of timber condemned, which he took away. In fact, I think Mr. Brown has a small amount of timber here which he has not been paid for yet. He has not come for the bill. When we had a running account that way we let it all run until the timber was furnished, and then we made bills.

Q. In Brown's case, do you not remember that the bill was made out and then sent back from the bureau to be corrected in its classification?—A. No, sir; I do not remember of any bill coming back. That would not come to me, but to the constructor.

Q. The classification comes to you in the first instance?—A. Yes, sir.

Q. You report it?—A. I report what the timber is, such as white oak, white-oak plank, white-oak plank stock, white-oak crooked timber, or whatever kind it may be.

Q. Would you report, for instance, lake or sea-coast timber?—A. Yes, sir.

Q. Upon your report it is determined whether it is one or the other kind?—A. Yes, sir.

Q. Do you not remember that you were called upon to change the classification that you had made in the case of Mr. Brown?—A. No, sir; I never made any change in regard to the classification of timber; I always made my returns out just what it was.

Q. Have you any memorandum to which you can turn to see what quantity you reported in Mr. Brown's bills of lake-timber?—A. I would only have to refer to the constructor's books.

Q. Do you keep no memorandum yourself?—A. Yes, sir; I keep my own memorandum. Every bill that I make, of course, comes from my books.

Q. Can you turn to your books and say how, in the case of Mr. Brown, you classified the amount of lake-timber furnished by him?—A. Yes, sir; I can get that from the constructor's books.

Q. Can you not get it from your own books?—A. I would have to go over my little memorandum to find that; each single case is put down in my book with a statement showing from whom I received it.

(Witness is directed *to produce to the committee*, at the earliest possible date, the memorandum *referred to.)*

By Mr. BURLEIGH:

Q. When you receive timber you survey it, do you not?—A. Yes, sir.

Q. And you mark it with the number of feet that you allow?—A. Yes, sir.

Q. You then have a book of record of that stick of timber?—A. Yes, sir.

Q. That is kept for the use of the yard?—A. No, sir; we used to do that.

Q. Do you not do it now?—A. No, sir; the return is now made on a paper and goes to the constructor's office.

Q. Do you make it out for the different lots and send it to the constructor's office?—A. Yes, sir; that is the order we receive.

Q. Is that made out in your own handwriting?—A. Yes, sir.

By the CHAIRMAN:

Q. Was the lumber furnished by Brown furnished upon what are called cash contracts or lettings, or was it furnished by open purchase from the bureau?—A. On the schedule of last year there was, I think, 60,000 cubic feet of white-oak timber.

Q. Do you mean that for an answer to my question?—A. Yes, sir; that was on the schedule of last year.

Q. Did he become a contractor under that?—A. I do not know about that; I say there was 60,000 feet on the schedule.

Q. Do you not know that it was furnished under an order from the bureau?—A. I judge so, the same as all others. I do not know anything to the contrary.

Q. You say the same as all others; do you draw a distinction?—A. All my orders to receive timber come from the constructor. The constructor says to me, "You will receive such and such timber from S. P. Brown, or Hatch, Loud & Co., or Gaskell," or whoever the party may be; I never have the orders in my possession.

Q. Then you mean to say that you do not know what the nature or the terms of the contract or agreement is that may be made with any one?—A. No, sir; I simply get the order from the constructor.

Q. Are Mr. Grant or Basher & Co. regular dealers in ship's knees?—A. I do not know that they are; I do not suppose they are; they never furnished any knees here before.

Q. Did I understand you to say that you did not know whether bills in favor of Mr. S. P. Brown had been approved or not?—A. I do not know that.

Q. Who has assisted you in your duties as timber-inspector?—A. A man named James Miller has assisted me partially down here; he measured considerable of Mr. Brown's timber down here.

Q. Is he a competent person or not?—A. That is hardly a fair question to ask me as to my judgment of a man's ability.

Q. If we cannot inquire of you we cannot inquire of anybody; we are charged with the duty of getting such information, and desire you to answer the question.—A. I might be passing my judgment upon somebody of whom I have not had the knowledge which I probably ought to have; he always did the work correctly, as I instructed him, and always seemed to be willing to do his duty; I could not find any fault with him.

By Mr. BURLEIGH:

Q: Why should you have hesitated then in answering the question?—A. It is placing me in a bad position to say that a man is either competent or not competent to fill a position; I might think that he was not, and others might think that he was more competent than I.

By the CHAIRMAN:

Q. Give your own judgment in relation to that matter.—A. He is not a regular ship-carpenter, or a regular ship-joiner, but he says he has been connected with timber before he came here.

Q. From what point did he come?—A. That I do not really know; he told me that he used to live in the old district of Southwark; that is all I know of him.

Q. Do you know at whose instance or request he was appointed?—A. I do not know that I do. I might have heard who had him appointed, but I do not now recollect; it appears to me that he has told me who appointed him.

Q. Did you recommend him?—A. No, sir.

Q. Do you know whether the present constructor, Mr. Hartt, did?—A. I do not know anything about whether Mr. Hartt did or not, but I do not think Mr. Hichborn did.

Q. Is he on duty with you now?—A. No, sir.

Q. When was he discharged?—A. I think some three weeks ago. He was on for a week or ten days, and then was off again. When the men were laid off he was laid off, and he was then put on work, I think, perhaps, for two weeks, and was laid off again.

Q. He is suspended instead of being discharged?—A. Yes, sir.

Q. Do you know of any person in the service who, at any time, has received any money or gift or present or anything of value from anybody?—A. I have received some little presents myself, but not of any value.

Q. From whom were they received?—A. I received a couple of barrels of oysters from one gentleman; Mr. Stebbins was the party At least I judge they were from him, although I am not sure.

Q. Of what firm was he?—A. I think he is of Bashor & Co.

Q. Have you received any other presents from anybody else?—A. No, sir.

Q. Did you ever receive any compensation from any contractor for what they call extra work, or work out of time?—A. I have done overwork at different times; I never received any compensation from them for it, however.

Q. Have you received any compensation either from Mr. White, of Norfolk, Mr. Brown, of Washington, or Mr. Wallace, of Norfolk?—A. Mr. White never sent me anything, nor Mr. Wallace, that I know of. I do not recollect their ever giving me a dollar.

Q. Do you remember having received any compensation from a firm named McCulloch & Co., through Mr. Nealie, one of the partners?—A. No, sir; I never received a dollar from either of those gentlemen.

Q. Where were you on duty during the removal of the property from the navy-yard?—A. At League Island.

Q. State if at that time you saw any wrong or fraud perpetrated by anybody in connection with the removal of that property.—A. No, sir; I never saw anything of that kind to my knowledge.

Q. Do you know of any instance in which property has been unlawfully removed, stolen, or appropriated by anybody, which property belonged to the Government of the United States?—A. No, sir.

By Mr. HARRIS:

Q. Do you know E. G. Cattell?—A. Yes, sir.

Q. Have you had any dealings with him or his firm?—A. No, sir, never; that is, not since I have been in the navy-yard; I had some years ago. It has been ten years since I have had any dealings with that firm.

Q. Have you in any way paid them money?—A. No, sir.

Q. Who furnished the lumber in fixing the partitions in this small old ship-house which has been cut down?—A. That was furnished, I think, by the construction department.

Q. Who did they buy it of? I mean the pine boards, &c., of which the partitions are made.—A. I do not know who furnished those, nor can I tell you who furnished the siding of the ship-house. I think it was furnished by Mr. McKay, although I do not know that. I suppose it was. I do not know whether those boards were taken from our department or not.

Q. You do not know who the contractor was who furnished it to the Government?—A. I do not.

Q. Did I not understand you to say that you did take some timber which had been rejected and made an allowance for what it was worth by making a deduction in the quantity?—A. Yes, sir; sometimes a stick five or six feet from the end might have a bad rot in it—a limb-rot, for instance, where the limb has been broken off before the tree has been cut. We generally bore a foot below that rot, and if we find the stick sound, we mark it with a cross to be cut off at that point, and throw off the other end of the stick.

Q. What kind of timber is that?—A. White oak-timber, as a general rule.

Q. Do you know of whom the Seaweed was bought?—A. I do not. I heard that she was bought of Gaskell & Co., but I do not know.

Q. Do you know what the Government paid for her?—A. I do not.

Q. Do you know who Mr. Gaskell bought her of?—A. No, sir: she changed hands several times in Philadelphia, and I do not know who got her after Mr. Schenck sold her. She was built by Schenck, the patent-medicine man.

PHILADELPHIA, *April* 21, 1876.

CLEMENT KEEN recalled and examined.

By the CHAIRMAN:

Question. Have you been able to find the original memorandum-books referred to in your examination of yesterday at League Island?—Answer. I have found some of them.

Q. Have you been able to find them all?—A. No, sir.

PHILADELPHIA, *April* 12, 1876.

JOSEPH B. MUCH sworn and examined.

By the CHAIRMAN:

Question. Were you at any time connected with the navy-yard at this place?—Answer. I was.

Q. In what capacity?—A. I was *on the laborers'* roll at one time. I was also on the firemen's roll in the *yard.*

Q. During what years?—A. In 1874 and 1875. Previous to that, in 1871 and 1872, I was engaged on the borers' and fasteners' rolls.

Q. Were you discharged for any reason?—A. None, except my own fault—being absent at the time the others were discharged. There was a want of funds to carry on the work.

Q. At whose instance and upon whose recommendation did you secure your position again in the yard?—A. Through Mr. Hartt, naval constructor.

Q. What duties did you perform in 1875, particularly during the removal of property from the yard?—A. In a part of January I was detailed to weigh iron, and the other part of the time I was working around in the yard with the other men, helping to secure the docks and things like that.

Q. If you saw any irregularity, impropriety, or fraud in connection with the removal of the property during the time it was being removed, state it to the committee.—A. I saw none that I know of.

Q. Was it all removed regularly and properly? I mean in such a manner as to protect the United States Government?—A. I do not know that I had any facilities for finding that out.

Q. Could you not see?—A. Yes, sir; they removed it on scows and those things like that.

Q. Did you observe any unlawful appropriation of property by any one?—A. No, sir.

Q. Or any effort to conceal or make way with it?—A. No, sir

Q. Was any property taken from the yard without being weighed?—A. Not that I had anything to do with. Everything like that that went out through me was weighed in the scales, and I made a report every morning to Mr. Hartt's office.

Q. At what time was it that the scales were removed away or destroyed?—A. That I do not know. It was in 1876.

Q. Had all the property been removed then?—A. No, sir, not all of it. I had nothing else to do in anything like that, before. I was firing the marine boiler.

Q. I understand you, then, to say that you saw or knew of no impropriety, irregularity, or fraud in connection with the removal of the property?—A. I heard a great deal about what some of the men said. They were navy-yard rumors as to things being broken in handling; but in fact I know nothing about it.

Q. You saw nothing of this yourself?—A. No, sir.

Q. And you had no information the source of which is available to this committee as to such matters?—A. No, sir.

Q. Do you know of any one connected with the service receiving presents from any one—I mean do you know it directly or indirectly?—A. I do not.

Q. Do you know of gifts of merchandise, rewards, or any other thing of value being given to such persons?—A. No, sir; that is, I do not know it of my certain knowledge.

Q. Have you any information upon that point?—A. No, sir; in this navy-yard as in all other Government places you can hear almost anything, but as to knowing anything positively, I did not.

Q. Was any of that property removed in the night-time?—A. I think it was, although I do not know certainly. They used to work at night, but we very seldom did.

Q. During the removal of the property at night, as a matter of fact, were not the Navy officials and employés away from the yard?—A. No, sir.

Q. Who remained there?—A. I saw Mr. Hartt there. I have also seen the assistant and the boatswain.

Q. Who was that boatswain?—A. Mr. Briscoe. I saw, also, other officers of the yard termed bosses, and such men as that.

Q. Were they superintending and overlooking the removal of the property?—A. It looked to me as if they were attending to the interests of the United States Government—seeing that the things were properly stored, &c.

Q. Do you know of any property belonging to the Government at any time that is now in the possession or custody of any private party outside of the yard?—A. I do not.

Q. Are you at the present time employed in the yard?—A. No, sir; I am in the employ of a private, outside firm. I am on board the steamer Edwin Forrest.

By Mr. BURLEIGH:

Q. Have you a brother or other relative who is an officer of the Government?—A. I have a father who is a naval constructor.

Q. Is he of the same rank as Mr. Hartt?—A. Yes, sir; he holds a similar position.

Q. You say you left the yard at 5 o'clock?—A. Yes, sir, sometimes; and sometimes it would be a little later. Sometimes we would be down at the lower yard and would not get up until half past 5 or 6 o'clock, but 5 o'clock was about the average time.

Q. Did you say that you were not there when they were working at night?—A. Part of the time I was and part of the time I was not; sometimes I would be late, other times we would not.

Q. How late?—A. Sometimes it would be 5, half past 5, 6, 7, and so on up to 10 o'clock.

Q. How many nights were you there up to 10 o'clock?—A. After cold weather set in we used to stand a watch, night and night about, aboard the boat.

Q. But your watch was not where they were taking away the iron?—A. No, sir; when I weighed the iron and such stuff as that I left the yard at 5 o'clock like the other men did.

Q. Then you did not know anything about what they were doing at night?—A. No, sir; I did not have anything to do with iron after the order to sell the yard was issued.

Q. What time was that?—A. The time I spoke of in relation to having anything to do with the weighing of iron was in 1874.

Q. It was not, then, at the time McKay was there?—A. No, sir; I had nothing to do with any weighing of iron in 1875, except in January and April. That was before they commenced tearing down the buildings at the yard. At that time Mr. McKay had nothing at all to do with the affair.

By the CHAIRMAN:

Q. Do you know of any false mustering?—A. I do not.

Q. Do you know of any men being borne on the rolls and not answering, and not being in the yard, or who having answered would disappear from the yard and perform no labor, but at the same time draw pay?—A. No, sir.

Q. Do you know anything about unnecessary employment of a class of persons called writers?—A. No, sir; all the writers that I saw employed seemed to have a duty to perform. They seemed to be doing something.

PHILADELPHIA, *April* 11, 1876,

AARON J. HACKETT sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard in this city?—Answer. Yes, sir.

Q. What position did you hold?—A. I held a receiver's position in the construction department at one time.

Q. Receiver of what species of goods?—A. All that came there outside of timber. There was a timber-inspector who received that. I received hardware and such stuff as that.

Q. During what time was that?—A. It was from 1862 to 1870.

Q. Have you had any connection with the yard since 1870?—A. Yes, sir; I was out at least a year between 1870 and 1871. I was discharged and re-instated in the yards and docks department. I was then ordered to League Island.

Q. Have you since your re-instatement been on duty at the Philadelphia yard?—A. I was detailed from League Island up to the Philadelphia navy-yard during the removal of the material there.

Q. In your letter of appointment you were attached to the Bureau of Yards and Docks, as I understand you?—A. Yes, sir; I acted there as receiver, but I was on the roll as special laborer, the bureau not allowing a receiver.

Q. What were your wages?—A. Three dollars a day.

Q. For what reason were you discharged in 1870?—A. A party in Camden beat me out of the situation; he had more influence than I had. Mr. Robeson is from New Jersey. There were two of us there and one had to go.

Q. State whether, during the time you were superintending the removal of the property from the navy-yard, you saw anything that was wrong or improper or fraudulent in the management or disposition of the property?—A. No, sir, I did not. The only goods that I had to remove were yards and docks material, which I took account of myself. They were moved by Government men, and not by contractors.

Q. Your attention was not called to the contractors in any way, nor to their mode or manner of removing property?—A. No, sir.

Q. At League Island did you see anything improper in the delivery of property?—A. No, sir, except that some of the goods came down in a bad condition. The hoops would be off some of the buckets, may be, or something of that kind.

Q. What did that result from; was it carelessness or neglect?—A. I suppose it was on account of the buckets not having any water in them for a long time.

Q. Was any transportation of that property done at night-time?—A. Not to my knowledge. They quit there at 4 o'clock. The contractor's men, however, worked later. They worked ten hours, and the Government men only worked eight hours.

Q. Have you any information of any improper or illegal or fraudulent removal or disposition of Government property?—A. No, sir.

Q. Do you know of any officer or employé of the United States receiving any presents or gifts from contractors or those dealing with the Government?—A. No, sir, I do not.

Q. Do you know of any advantage being given or taken by any contractor or dealer with the Government in any way?—A. No, sir.

Q. Do you know of any gifts or presents being made to the members of the families of any officer or employé of the yard?—A. I do not.

Q. In short you have no knowledge or information of any abuse or fraud in connection with the naval *service?—A. No, sir.*

Q. Or any information in regard to that?—A. No, sir.

PHILADELPHIA, *April* 19, 1876.

AMOS J. PALMER sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the Philadelphia navy-yard?—Answer. Yes, sir; as foreman-painter in the construction department.

Q. What time was the material in your shop transferred to League Island?—A. They commenced to tear down the upper end of the place I was in. That was the first intimation I had of it. I had heard it spoken of, but I did not know that they were going to commence so soon. I asked for quarters over at the joiners' shop, but found that they were going to tear that down, and therefore located in a stable and moved everything over there.

Q. What did your stock consist of at that time?—A. I had white-lead, oil, paint-brushes, jacks, cans, pots, &c.

Q. When you moved where did you move them to?—A. The last order I received was from the captain direct; he came to me and stated I would have to get out as soon as I was notified. I had all the articles of my department packed up and marked, and saw them put on board, and they were safely delivered as far as I know. I sent them down on three or four trucks.

Q. Was there any destruction of property?—A. No, sir; all my materials were packed very nicely.

Q. Did you notice any destruction of other property?—A. No, sir; I was kept too busy preparing my own material for transportation, &c. I marked other material, assisted by a couple of my men.

Q. When your goods were taken to League Island, did you have a suitable place to put them in?—A. Yes, sir.

Q. Do you know of anything irregular in the removal of the material to League Island?—A. No, sir; except that everything was topsy-turvy. I looked carefully after my things.

Q. Were your things topsy-turvy?—A. No, sir; my things were well looked after; I mean things about the yard; they were pulling and tearing down everything.

By Mr. JONES:

Q. Has anybody ever been borne on pay-rolls to receive pay who has not performed service?—A. No, sir.

Q. Have you done any painting for anybody outside of the yard?—A. No, sir.

Q. Who has made your requisitions for paints and oils?—A. Sometimes I have made them myself, and sometimes my clerk has done so, at my order.

Q. Through whom?—A. Through the constructor.

Q. Whom have you usually bought your paints and oils from?—A. They sent them from different places; sometimes I inspected them and sometimes I did not; sometimes they sent for me to inspect them.

Q. Were they generally good?—A. They were generally good. When they were not good I rejected them. I rejected sometimes as high as 5,000 pounds of lead, or 10,000 pounds of lead.

Q. How many men have you had in your employ, on an average, for the last two or three years?—A. I suppose sometimes as high as 25 or 30 men.

Q. What business have you been employed on, principally?—A. Ships, principally.

Q. What ships?—A. I was employed partly on the Constitution, doing a little priming around her, and on the Quinnebaug; in fact I have been employed on a great many of the ships.

Q. Have you not had more men in your department than you needed to do the work?—A. No, sir.

Q. Have you painted any houses recently in the yard?—A. No, sir; that does not come in my line.

Q. For the last two or three years what vessels have you had to work upon?—A. The Constitution, the Alert, and another iron-clad whose name I do not remember.

Q. The Constitution is not painted, is she?—A. No, sir; she is only oiled.

Q. Are those all you can remember in the last three years?—A. Those are all I can recollect at the present time. I have been boss-painter there for five years.

Q. Through whose influence did you receive your appointment?—A. Mr. Leonard Myers; that is, I think he secured it for me.

PHILADELPHIA, *April* 20, 1876.

HERBERT M. GRIFFITHS sworn and examined.

By Mr. BURLEIGH:

Question. What is your occupation in the navy-yard?—Answer. I am carpenter in the Navy, and at the present time I am acting assistant constructor.

Q. How many assistant constructors are there here?—A. Only one.

Q. What position does Mr. Hoover hold?—A. He is assistant constructor. I am acting assistant.

Q. So that there are really two constructors here?—A. Yes, sir.

Q. Have you been here a good while?—A. I have been on this duty since the 10th of September.

Q. Were you brought up as a carpenter in the navy-yard?—A. No, sir. I served my time at the carpentering business, but not in the navy-yard.

Q. Your father is a ship-builder, is he not?—A. Yes, sir.

Q. How many brothers have you?—A. Four.

Q. One is in Portsmouth?—A. Yes, sir.

Q. Where is the one who is interested in that bending-machine in New York?—A. The last I heard of him he was in New York. His name is Oliver W. Griffiths.

Q. How long is it since you have heard from him?—A. I have not heard from him for two years, and perhaps longer than that.

By the CHAIRMAN:

Q. What business was he following then?—A. He was engaged in the patent-lantern business at that time.

By Mr. BURLEIGH:

Q. Do you know anything about the removal of material from the navy-yard at Philadelphia to League Island?—A. I know some little about receiving it. I was not at the upper yard.

Q. Did any scows arrive at League Island at night?—A. I cannot say as to that. I am not positive.

Q. Do you know whether or not any scows loaded at the navy-yard stopped on the way to League Island at any other place?—A. Not to my knowledge.

Q. Who unloaded the scows as they arrived here?—A. The contractor's men.

Q. They put the material in the most convenient place they could find, did they not?—A. They put it where they were ordered to.

Q. In any part of the yard?—A. Any part of the yard to which they were ordered to take the material they took it.

Q. Then their duty was not done by depositing it on the wharf?—A. No, sir; they put it wherever the authorities here directed them.

Q. Is this material so placed around the yard as to be convenient to get at, in your opinion?—A. That answer requires an explanation. At the present time it is not. At the time it was placed on the spot it now occupies it was the most convenient place, and it was the best disposition that could be made of it.

Q. Why?—A. Because the floor in the iron-plating shop was not completed.

Q. How is it in relation to the other buildings?—A. The ship-house was not completed.

Q. Do you mean to say that the property was strewn around here loose because there were no buildings to put it in?—A. The buildings were not finished; that is, the floors in the iron-plating shop were not finished. There is a concrete pavement in them, which they had commenced, but it was not sufficiently advanced toward completion to enable us to put the material in.

By Mr. JONES:

Q. What is going on now in this yard which, in your judgment, requires the services of two assistant constructors?—A. Nothing. I do not know that two are required here at the present time. I was here alone at the time I received my orders. I am a carpenter in the Navy, receiving no pay except my carpenter's pay.

Q. How much is that?—A. $1,600 a year.

Q. You are on shore receiving sea-pay?—A. No, sir; I am on shore receiving shore-duty pay.

Q. Is that less than it is at sea?—A. Yes, sir; $200 less, or $309, counting rations.

Q How long is it since you were appointed carpenter in the Navy?—A. I was appointed in September, 1869, I think.

Q. Do you know anything about the bending-machine that was sold to the Government at the Charlestown navy-yard?—A. I do not know anything about the machine, except the running of it; I ran it for probably eighteen months.

Q. Where?—A. In the Boston yard.

Q. Did you ever run it before it was put in the Boston yard?—A. No, sir.

Q. What is your opinion of that machine?—A. It will do all they say they can do; it will bend 15-inch material.

Q. Without breaking or injuring it?—A. Yes, sir; I bent the yellow-pine backing for the torpedo-boat that was built in the Boston yard, and I think I only lost one stick.

Q. Do you know who the owners of that machine were at the time it was sold to the Government?—A. No, sir; I was in Brazil at the time the machine was sold.

Q. *Do you know who sold it to the* Government?—A. I do not.

Q. Do you know what price the Government paid for it?—A. No, sir.

Q. Do you know whether your brother Oliver had any interest in that machine or not?—A. I do not.

Q. Do you consider that it is for the advantage of the Government to pay $160,000 for a machine of that kind to put into its navy-yards?—A. I do.

Q. On what ground?—A. On the ground that the machine will pay for itself: say that you build one vessel a year, or two vessels a year, and the machine would pay for itself in five or six years.

Q. What is the reason, then, that outside ship-builders have not adopted and used it?—A. At that price it is too expensive for them.

Q. Do you not know that the very best ship-builders in East Boston and elsewhere, who have viewed that machine, consider it to be a failure?—A. I do not.

Q. Have you never heard any such remark made?—A. No, sir; a man came in the building one day—he was from East Boston, or in the vicinity of Boston; he was talking to me about a vessel built out of bent timber at East Boston. It was the ship New Era; he was talking to me about the vessel straightening out; the thing struck me in such a comical manner that I began to question him as to how she was straightening out; he said she had no sheer; the vessel never had any sheer to speak of, because my father does not believe in that. He believes in putting the sheer the other way; I told him that there was not a stick of timber in the vessel in a fore-and-aft position that was bent by the machine: he saw where he had made the mistake, and saw that I was correct. That is the only remark I ever heard against the machine while I was in Boston.

Q. Do you know whether there was a company organized to build ships and to use this machine, building ships out of straight timber?—A. No, sir.

Q. Did not a stock company build that ship at East Boston, where this machine was used to bend the timber?—A. I do not know that.

Q. Do you know whether there was but one ship built in Boston from timber bent by this machine?—A. I am not positive about that; it strikes me that there was a tug built there of bent timber.

Q. Did you ever understand that this ship, on account of her timber being bent by this machine, would leak and would often have to be calked?—A. No, sir.

Q. Did you ever know anything about her rating in insurance companies?—A. No, sir.

Q. Did you ever understand that she did not rate A 1?—A. No, sir.

PHILADELPHIA, *April* 17, 1876.

JOHN W. FORD sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard of this city in any way?—Answer. I have been.

Q. In what capacity?—A. Foreman of the labor in the construction bureau.

Q. Were you so employed during the removal of the property from the navy-yard to League Island?—A. I was.

Q. State to the committee if you saw any impropriety or irregularity on the part of those employed either as contractors or in the service of the Government during that period of time.—A. I cannot call to mind any irregularity. My business was such that it required all my time to look after it. I moved a great deal of the stuff myself, assisted by my men.

Q. Coming down to the period of time that Mr. McKay was engaged there as a contractor in the removal of the property, and the time that the material was being removed to Queen-street warehouse and other places by the different contractors, state if you then saw any unlawful removal of property by those parties, or any attempt to unlawfully remove property.—A. In the first place, I do not know what was lawful for them to remove, and really do not know any unlawful act in removing property. I do not know what their order required them to move.

Q. Did you see any attempt to appropriate the property of the Government?—A. I think not; I do not know of any.

Q. Do you know of any property that was said to have been moved to the Queen-street warehouse which was afterward claimed by the Government?—A. I know a wagon-tire was spoken of. It was for a wheel. A man named Gallagher wanted to be employed as a teamster. At that time I required some teams for removing timber. There was an old pair of wheels which I had attempted to get repaired before we began to move the yard, but the business commenced so suddenly that I was unable to succeed. Gallagher failed to obtain any wheels outside, and asked my permission to use those wheels. I had no authority to pass anything out of the yard myself, but told him that I would see Mr. Hartt about the matter. I asked Mr. Hartt if he had any objections to Gallagher's using those wheels provided he repaired them himself. He said, "No." I said that the wheels were very near repaired, and the tire had been left standing there, and by some mistake had been removed -

Mr. Reynolds was sitting there. and it was suggested that perhaps Reynolds had got it by mistake. He said, "You had better go up to the warehouse and see if you can find it among your stuff." Reynolds remarked, "I do not know but what I have got the tire among the old iron, but rather than you should hunt through my iron there I will pay for a tire." Mr. Hartt said to me in a joking way, "Go, but don't look too closely, or perhaps you may see something else." I took that for an order to go rather than anything else, and I looked over the stuff, but did not find the tire. I asked the man in charge there whether he recollected the tire being brought there among other old iron. He said he thought it might be there, but things were so covered up that there would be some trouble in getting at it. I found that it would cost more than it came to, and accepted Reynolds's offer to pay for the tire, which he did.

Q. The tire was paid for and put on the wheel?—A. It was put on the wheel, and paid for by Reynolds or some of that party. The bill was made out to Reynolds, I think, or to Seyfert & McManus.

Q. Were the wheels returned again when he got through?—A. Yes; we got them at League Island. They were brought back to the yard, and worked in the yard.

Q. Did you observe anything in the pile to which you went after the tire that you thought ought not to have been there?—A. I did not examine the whole pile. It was a large heap: I did not go through it, but looked all around it after the tire.

Q. Is it your opinion that the iron material which the Government had there was properly delivered to its intended destination?—A. I know of nothing to the contrary. I know that they were loaded at the yard, but I was not at the end at which they were delivered.

Q. Do you know whether the material which the Government intended to remove to League Island was removed?—A. I know nothing to the contrary.

Q. Did you ever see anything loaded for League Island which did not arrive there?—A. No, sir.

At this point the chairman directed the attention of the committee to the fact that he had been informed that in all probability a party in the room overhead of the committee-room was endeavoring to surreptitiously obtain information of the proceedings of the committee by means of a hole bored through the ceiling. The proprietor was called upon, and the fact stated to him. Soon afterward he appeared in the committee-room, escorting a gentleman named JAMES S. CHAMBERS, who having been duly sworn, was examined and testified as follows:

THE CHAIRMAN. State to the committee your connection with this affair above, and the reasons, motives, and instructions which you had in regard to it, and from whom you received those instructions.

Answer. One day last week the proprietor of the Philadelphia Herald and Sunday Press, of which I am city editor, told me that his room was No. 201, and was directly over this committee room, and said that if we could find a hole in the floor and take up the board that goes over the gas-light, we could probably hear what was going on in the committee-room, and learn about this investigation, so as to make capital for our paper. He employed a party to come to the room and unscrew the board and take it out, and make a gimlet-hole. He then sent me to hear what I could, and make a report to our paper. In the mean time he went to New York, with his wife. He stated that the thing had been arranged with the proprietors of the hotel; that he had told them what his intentions were, and that they had said that they would not know anything about the matter. In pursuance of these instructions, I endeavored to hear what I could of the testimony before your committee.

Q. Have you been on such duty heretofore in the room above?—A. I have not.

Q. Is this the first attempt you have made upon this committee-room?—A. Yes.

Q. When was the plank removed from the room above?—A. I believe yesterday. Mr. Smithe, who is the proprietor of the paper, together with his wife, went away at 7.30 yesterday morning.

Q. Were you in the employ of anybody else than the proprietor of this paper?—A. No, sir; no one knew of it except the proprietor, the managing editor, and another reporter who was to relieve me after a while.

Q. Who was that reporter?—A. Mr. Hudson, who is also reporter for the Philadelphia Inquirer. He is one of our subeditors. Nobody knew of it except the parties that I have stated. There was no money motive. It was simply to make capital for the paper. The plan was, after we had secured one edition, that one of the proprietors of the hotel should come and catch us. But the man who caught me was not the man with whom that affair was arranged. The plan was that he should catch us, and that the thing should be sent all over the country by the American Press Association, so as to make a big splurge for the paper. It was arranged to be conducted in the same way that the Tribune man obtained the treaty with England at Washington. They secured a big advertisement from that; and Mr. Smithe, I suppose, thought that it was a good way to advertise his paper, and consequently attempted the same thing.

By Mr. HARRIS:

Q. Were you satisfied that your arrangements were perfect, so that you could obtain information *from this room?—A. No, sir;* they were not quite perfect. I could hear very *little.*

Q. Has anybody else made use of that hole besides you this morning?—A. No, sir. Mr. Smithe and his wife have heretofore occupied the room.

Q. How long has Mr. Smithe occupied it?—A. He has regular board and residence here, and has had ever since his marriage, last October or November.

Q. Then it is accidental that he happened to occupy this room above the committee?—A. Yes.

Q. But do you know whether the committee was accidentally assigned to this room?—A. I know nothing about that. I did not know that he had this room until you had been here three or four days.

Q. You visited us, I believe, on Sunday morning, for a few minutes?—A. I did.

Q. You called upon us also last evening?—A. Yes.

Q. Was that with a view to ascertaining exactly where you desired to locate that hole?—A. No, sir. When I called upon you before it was for the purpose of obtaining information about the Brooklyn navy-yard. I wanted to apprise our people in New York of the probable date of your departure for that city. So far as being interested with any one at all, except the proprietor of our paper, I am not.

Q. Was there any arrangement by which the information obtained was to be paid for by other parties besides those you have mentioned?—A. No, sir; none except the Philadelphia Herald. We were not to let other papers know where we got our testimony, for the reason that we only wanted to issue one edition, so as to excite curiosity. The thing was then to be exposed. That was the only idea—to obtain a big advertisement for our paper.

By the CHAIRMAN:

Q. No individual connected with the Navy service was to have the benefit of your labors in any way?—A. No, sir; not one. I know nobody in the naval service, except Hartt, and he won't speak to me. He got very angry when I asked him the other day if he had been before the committee. I had known him for a long while before that, especially during the Cuban troubles. I received a note from Mr. Smithe to be sure and tell the clerk to let me go into that room.

Q. Which of the proprietors was it that was consulted by Mr. Smithe about this matter?—A. Mr. Vosburg.

By Mr. HARRIS:

Q. Have you had any conversation with either of the other proprietors about this matter?—A. No, sir.

PHILADELPHIA, *April* 20, 1876.

WILLIAM D. MIDDLETON sworn and examined.

By Mr. HARRIS:

Question. What position do you hold in the navy-yard?—Answer. Inspector and receiver of iron.

Q. How long have you held that position?—A. About nine months.

Q. Were you inspector and receiver of iron at the yard in Philadelphia during the time the material was being removed?—A. Yes.

Q. Did you have charge of the iron which was delivered to Mr. McKay to be shipped to League Island?—A. Yes.

Q. And also of the iron which was given to Mr. Reynolds to be sent to McManus?—A. I can probably explain that in a few words. The second day that they commenced to move the yard I was transferred to the island from the yard at Philadelphia. I was not there during the removal after the first day. I was transferred to League Island on the morning of the second day, and I have been at League Island ever since.

Q. Did you have any assistant then at the old Philadelphia yard?—A. No, sir.

Q. Whom did you leave in charge of the yard?—A. Mr. McKay's men had full charge at that time.

Q. What officer of the Government was in charge?—A. No one. I was simply ordered to report there, and I did so.

Q. Did you deliver any iron to McKay before you left?—A. No, sir; he came there and said that he had that iron to remove. He came with his teams and commenced to take it out of the ruins. I saw Mr. Hoover and asked him if it was correct. He said it was. Mr. Hoover was then the assistant constructor in charge. I believe at that time Mr. Hartt was about.

Q. So far as you saw iron removed, where was it carrried to?—A. It was delivered down at the wharf on the boats.

Q. Did it afterward come to League Island?—A. I suppose the same iron came to League Island. There is iron on League Island of the same description. As far as my knowledge goes the same iron did come.

Q. Did you know of any old scrap-iron being delivered to McKay or Reynolds?—A. I saw Mr. Reynolds's wagons hauling scrap. I had no charge of that. It did not come under my control at all.

Q. Do you know whether any new bar-iron was delivered to Reynolds?—A. Not to my knowledge.

Q. Was there during the day you were there?—A. Not to my knowledge.

Q. In your judgment was all the new bar-iron which was in your charge at the navy-yard delivered here?—A. As far as I can judge, it was.

Q. Have you looked it over at League Island?—A. I have.

Q. Are you now overhauling it for the purpose of putting it in order?—A. Yes; we are racking and weighing it.

Q. How much have you weighed?—A. I should judge about 25 tons.

Q. You find great confusion here at League Island, don't you?—A. Yes.

Q. Are not the different sizes mixed together?—A. Yes.

Q. Was it in that condition at the old navy-yard?—A. No, sir; it was in racks, each size being kept separate.

By Mr. JONES:

Q. I understand you that after you left, on the second morning of the removal, the iron was all turned over to McKay?—A. Yes.

Q. By the order of Mr. Hoover?—A. Yes.

Q. Have you any knowledge that Mr. McKay and Mr. Reynolds, or Seyfert & McManus, removed iron by night to the boats from the yard?—A. No, sir; I cannot say positively about that. My information is only hearsay.

Q. Do you know whether they both hauled from the same racks and the same bins? Whether one team went to the boats going to League Island and the other to a barge to be loaded for Queen-street wharf?—A. That I do not know.

Q. Are you not aware that there has been bar and bolt iron in a large quantity, suitable for the construction of ships, shipped on board of barges, which went over to the Queen-street wharf?—A. No, sir.

Q. Have you not heard that stated?—A. I have heard it stated.

Q. You say, however, that you think there is as much iron at the League Island yard, suitable for the construction of ships, as you had at the old yard?—A. As far as my knowledge goes.

Q. How can you give your knowledge in relation to iron which is covered up in piles?—A. Only by looking at the piles.

Q. When it was at the old yard it was put up in regular racks, wasn't it?—A. Yes.

Q. Do you know who had charge of that iron when you left up there?—A. No, sir.

Q. What were you sent here to League Island for?—A. My orders were to report here and take charge of the iron and keep it as straight as possible. It was impossible for me to do anything of that kind, with the people I had to deal with here. My orders were to keep such iron as was liable to damage by water inside of the frigate-house, and I did so.

Q. Have you had an assistant inspector with you since you have been here at League Island?—A. Yes.

Q. How many men have you had with you working since you have been here?—A. Sometimes I would have two or three, and sometimes none. It was only by chance that I could get hold of men.

Q. How many days' work do you think you have expended on the iron which is now on the island since it has been landed; I mean you and the two, three, or four men whom you have had employed at different times?—A. I am satisfied that twenty days would cover all the time that I have had men under my charge since I have been here.

Q. Can you tell the exact time by reference to any of your records?—A. No, sir; I have no account of the men who were under my charge. I would get them from the foreman-laborer. He reports and has charge of them. Sometimes he will send them to me, and I will have them, probably, for a half a day or a whole day, and the next day I will be unable to obtain their service.

Q. The constructor of the old yard knew perfectly well that that iron could only be brought down here and thrown off in piles. Don't you think it would have been a great deal better for you to have remained there and seen to your iron being put aboard the barges?—A. That was my wish.

Q. Don't you think that would have been for the interest of the Government?—A. I do.

Q. Whom did you receive your orders from to come here to League Island?—A. From Mr. Hoover.

By the CHAIRMAN:

Q. Were you removed to League Island from the duties at the Philadelphia navy-yard for any improper or illegal purpose?—A. Not to my knowledge personally.

Q. Have you no knowledge or information in your possession—and if you speak upon information give the source thereof to the committee—showing for what purpose you were ordered away from the Philadelphia navy-yard to League Island navy-yard?—A. I do not know of any other reason except that it was to look after the iron. According to the instructions that I received from Mr. Hoover, I was to report there and take charge of it.

Q. Were other parties competent to perform the duties at this yard in your branch of the

service?—A. At that time I think we had but one man down here from that department. There was an assistant receiver of stores down at League Island, but he was looking after the store goods. He is now my assistant.

Q. Was anybody put in your place at the Philadelphia navy-yard when you were removed?—A. No, sir; not to my knowledge.

Q. Are you a blacksmith by trade?—A. Yes.

Q. Do you consider yourself a competent judge of iron?—A. Yes; I think so. I worked twelve years in a rolling-mill manufacturing iron.

Q. State to the committee the need of an assistant to yourself in the League Island yard. —A. At the present time there is need of one; if we have sufficient men to work it is necessary to have one man to weigh and another to sort out. It is very tedious work. You have to calibre and measure every bar. There is iron which runs to $\frac{1}{16}$ difference. It requires a person who understands the gauging of iron to keep the sizes.

Q. Did you have an assistant at the old yard?—A. No, sir.

PHILADELPHIA, *April* 20, 1876.

WILLIAM C. BESSELIEVRE sworn and examined.

By the CHAIRMAN:

Question. In what capacity are you employed in the navy-yard at this point?—Answer. As chief clerk of the construction department.

Q. How long have you been so employed?—A. Since May 8, 1873.

Q. Under what constructors have you served within the last two years?—A. Mr. Hartt and Mr. Hichborn.

Q. Do you know how much iron has been passed out of the yard?—A. Not to a certainty. I have the aggregate amount; it is over 4,000,000 pounds.

Q. To whom has this iron been sent?—A. To varitus parties; Pennock & Co.; Seyfert, McManus & Co.; John Noblit, jr., and John Roach.

Q. By what authority has it been sent out?—A. Principally by orders of the Navy Department.

Q. Do you know what compensation the Government has received for it?—A. Different rates; one established rate was three tons of old for one ton of new; another rate was 1¾ cents per pound to be paid for in new iron. The old iron was to be taken at 1¾ cents per pound, to be rated in new iron at 8 cents per pound.

Q. Has the name of the iron on the books been changed from cast to wrought iron at any time?—A. There was one item, aggregating something, I think, like 119,000 pounds, which I noticed, which was changed from cast to wrought iron.

Q. For what reason was that done?—A. I do not know, unless it was done to facilitate the making of accounts, or something of that kind.

Q. Was there any advantage or loss to the Government by that transaction?—A. I think not.

Q. What agency has Mr. Steele had in regard to it?—A. None that I am aware of, unless it was an outside agency. I know of his applying for a statement of the weights and quantities furnished, but as to being personally present attending to the delivery of it, or anything of that kind, I have no knowledge.

Q. In making his application for the weight of it, did he do so for or on behalf of the Government, or for and on behalf of the contractors?—A. I heard him ask the question of the naval constructor, and I was directed by the constructor, in his presence, to have a statement prepared showing the gross amount which had been taken by each party. Previous to that I have no knowledge of his having been interested at all in the transfer of the iron, except in so far as applies to work being done at other yards in the repairs of monitors, &c. There we have had direct orders to give Mr. Steele certain kinds of iron for special purposes.

Q. When you speak of Mr. Steel's having an interest in it, what kind of an interest do you mean, personal or official?—A. I mean as an agent.

Q. As an agent on behalf of the contractor?—A. No, sir; I would state that he came to get a statement of the gross amount furnished each party outside.

Q. At the time the iron was delivered to these parties, did not a statement accompany it?—A. There had been a slip furnished of each load going out, or something of that kind.

Q. Of course the Government has, I take it, had a knowledge of the weight of iron as it passed to the contractors; but what evidence of the amount did the contractors have?—A. That I do not know.

Q. Did you furnish them that statement of the weights?—A. I did not until it was furnished in gross. That was all the part I took in furnishing any such evidence.

Q. What was the contract or agreement between Noblit & Brown and the Government, or between J. Noblit and the Government, in relation to iron received by them?—A. John

Noblit was to take out a certain amount of old scrap-iron, including, I think. an old steam-hammer, as old iron, and, I think, his price—although I am not positive, and cannot be without reference to the record—was 1¼ cents a pound. That iron was delivered to him under that order. Further than that I know nothing of it.

Q. Do you remember about what quantity that was?—A. I do not remember the quantity of iron, but I think the money value was somewhere about $2,000.

Q. Did he not pay for it in paint-brushes and such like material?—A. He put in a lot of miscellaneous material afterward, for which there was no regular account kept. Some few of the bills passed through my hands. That was handed to the party who kept that account. It was not kept by me. It was kept by one of my subordinates, a writer in the office, under the direction of the naval constructor.

Q. That is all you know of the manner in which he discharged that account?—A. Yes, sir.

Q. Has the construction office here made any extensive purchases by what is known as the open-purchase system, or open requisitions, within the time you have been acting as chief clerk or as clerk?—A. Yes, sir; there have been some heavy open purchases of timber.

Q. Who are the principal parties delivering timber?—A. S. P. Brown, Hatch, Loud & Co., and Bigler, of New York, so far as I can remember.

Q. Who has furnished miscellaneous articles under open purchases?—A. In miscellaneous items we have not done much in the way of open purchase for the past two or three years. There were some purchases previous to that time.

Q. Within the last two or three or four or five years have not large amounts been purchased from Messrs. Noblit, or from Noblit & Brown, or Noblit & Co.?—A. Within the past three or four years I do not think there have been any very heavy purchases from Noblit & Brown. At least I cannot remember of any at present, although we have made purchases from them. It appears to me that it was further back than that that we did any heavy buying from them.

Q. Has there been a large or small number of men taken on in the construction bureau by order of the chief at this place?—A. Yes, sir; I made a tabular statement day before yesterday for the information of the committee, and, I think, from September, 1872, until November, 1875, the aggregate of persons employed by the chief and the Secretary was in the neighborhood of 500.

Q. A number of them, under the orders received by you, are to be retained by you until their discharge is specially brought to your notice and to the notice either of the chief of the bureau or of the Secretary?—A. Yes; we have had such orders.

Q. You have been connected with the bureau of construction. Do you know any instances in which men have been employed whose services were not really required by the wants of the department here?—A. No, sir; no cases that I can call to mind.

Q. Do you know of any instances of men being mustered who did not perform service?—A. No, sir; no such instances have been called to my attention.

Q. Have you not had an unnecessary number of inspectors in that branch of the service?—A. That would depend. My opinion on that subject, in fact, would not amount to much, as I am very rarely outside of my office. My duties are all performed there. What might appear to me as unnecessary, might, by my superiors, be considered absolutely necessary, for some special reason known to them.

Q. You have been paying a man here "in charge of saw-mill," have you not?—A. We have had a man "in charge of saw-mill" since moving to this yard, although we have had no saw-mill. His argument was that his machinery and everything of that kind was here, and would go to ruin unless some one qualified was present to look after it. Such reasons as those wouldre move any objections I might present, even if I felt it my duty to do so.

Q. Do you know of the unlawful removal or appropriation of any of the public property?—A. I do not.

Q. Where were you on duty during the removal of the stores and material from the navy-yard at Philadelphia?—A. In the constructor's office in the navy-yard.

Q. Whose duty was it to overlook and superintend the removal of construction stores and material from the navy-yard?—A. It was principally under the constructor himself and his assistant, Mr. Hoover.

Q. Do you know to what extent orders were given, either by Hartt or Hoover, to the watchmen, or employés, or other persons under them, to guard and protect the interests of the Government?—A. I know of no written orders to that effect. There was nothing but general yard regulations observed, that I am aware of.

Q. Do you know whether any orders were given to the superintendent as to the weighing and separating of the property that was contracted for with parties who had purchased it—I mean separation from property belonging to the United States?—A. There was a Mr. Charles F. Curry whom we have employed as receiver and examiner, who was directed to attend to the weighing and delivering of the iron. We required him to make a statement to me every morning of the iron which passed out the day previous. I do not know of any one else who had anything to do with the delivery of that iron.

Q. Did he attend to his duty?—A. Yes.

Q. Did he make daily *reports?—A. Yes.*

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By Mr. JONES:

Q. Did I understand you that the Government gave gross tons for net tons when they made the exchange of iron?—A. The orders read, as I have stated, three tons of old for one ton of new.
Q. Was the old iron gross weight?—A. That I cannot say. I did not have control of the weighing, and had no cognizance of it whatever. They reported so many pounds in their morning reports; they would say so many thousand pounds. It was not stated as to ...
Q. Was that before the scales were removed?—A. Yes.
Q. Have you received the new iron for the construction department here which you were to receive?—A. Yes; some of it. Some of it was ordered to be delivered at Harlan & Hollingsworth's, at Wilmington, for the construction of the new iron sloops. Some of the new iron was to be delivered at this yard, and another portion of it was to be delivered there.
Q. Which iron went to Harlan & Hollingsworth—the iron which was sold three tons for one, or three pounds for one, or that which was sold at 1¾ cents for old and received at cents for the new?—A. The 1¾ and 8 cent iron went to them.

By Mr. BURLEIGH:

Q. What kind of iron is it for which the Government pays 8 cents on account of this old scrap-iron which is sold at 1¾ cents?—A. Bolt and bar iron, I presume.

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Q. Did I understand you to say that you furnished Mr. Steel with iron and other material which he furnished to contractors?—A. Yes; there was some furnished under special orders from the Department.

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Q. Did he attend to his duty?—A. Yes.

Q. Did he make *daily reports?—A. Yes.*

Q. How did he manage to make his reports after the scales were removed?—A. After that he could not. During the month of December, or a certain portion of the month, he was unable to report the weights taken, and my understanding is, although I have not seen them, that sworn certificates were to be furnished by outside weighers for all iron taken after the removal of the scales. I have not been able to find those sworn certificates, although I have been informed that such were furnished.

Q. You would be the party with whom they should be properly deposited, would you not?—A. The sworn certificates would probably come to me with the other papers. I have not had time to make a thorough examination, but it may be that they are among my papers. I have taken a hasty glance over them for the purpose of trying to find them, and have as yet been unable to do so.

Q. What is your impression, as to whether you did receive them or not?—A. This young man of whom I speak as having been placed in charge of the iron account by the constructors was removed. A discharge was made, and he was among those who were sent away, and he turned his papers over to me. I have his reports in bulk. I would stamp them in the morning and hand them to him to put in his regular record, and they are on file with me. Those papers should have passed through my hands to him, but I have not as yet seen them. They may be among the papers which he handed back to me.

Q. When was he designated for that purpose?—A. When the delivery of iron first commenced the naval constructor said that I was entirely too busy and had too much to do, and that he would delegate him to attend to that duty in the office. His name was Baker.

Q. Mr. Hartt, then, designated Baker for that purpose?—A. Yes.

Q. Is Mr. Baker a resident of the city of Philadelphia?—A. I think he was.

By Mr. HARRIS:

Q. State whether Curry continued to give his morning reports of the iron taken out without weights after the scales were removed?—A. No, sir.

Q. The whole duty which he had performed was then transferred to Baker, was it?—A. No, sir; he performed the duty and Baker kept the account. The papers as they came in were simply stamped by me and handed to Mr. Baker for record.

Q. Curry performed the duty?—A. Yes.

Q. And handed the papers to you, and you passed them to Baker, who was acting as your assistant?—A. Yes.

By the CHAIRMAN:

Q. Were you on duty at night during the removal of this property?—A. No, sir. I may have been there some evenings until six or seven o'clock. That frequently happens to me. Hartt—he was very apt to have his whole office-force around him and keep them going.

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By Mr. JONES:

Q. Did I understand you to say that you furnished Mr. Steel with iron and other material which he furnished to contractors?—A. Yes; there was some furnished under special orders from the Department.

By Mr. BURLEIGH:

Q. You say that you presume that that received by the Government in exchange for the scrap-iron sold at 1¾ was bolt and bar iron. Do you not know the fact?—A. I cannot say of my own positive knowledge, but I believe that to be the case. The most of the iron delivered was bolt and bar iron that was delivered at 8 cents a pound.

Q. How long since was any of that delivered here?—A. The last, I think, was delivered in October.

Q. When was the last sent away at 1¾ cents?—A. It is hard to say how they took that iron, there have been so many orders on the subject. One of them I notice reads, "At the same rates as those hitherto furnished." Now, there being two rates, it is hard to tell which of those rates they mean.

Q. Cannot you tell when they sold any iron at 1¾ cents?—A. I can tell by reference to the orders. Mr. Steel was superintendent for repairs of monitors, and there were orders for him to have certain material for the repairs of certain monitors. Under these orders he took away certain sizes of iron and other material which were necessary to make the repairs of these vessels.

PHILADELPHIA, *April* 20, 1876.

WILLIAM A. AGNEW sworn and examined.

By Mr. BURLEIGH:

Question. What is your business in the yard?—Answer. I am a writer in the steam-engineering bureau.

Q. Were you at the Philadelphia navy-yard at the time of the removal of the property from there?—A. No, sir; I was here at League Island receiving it as it came down.

Q. Do you know anything about the removal of the property there from your own knowledge?—A. No, sir; I was only stationed here at League Island to show them where to place articles as they came down.

Q. Did you go from there to League Island?—A. Yes, sir.

Q. Were you familiar with the property in the steam-engineering department when you were there?—A. I was.

Q. Do you know what was sold at auction from your department?—A. No, sir; I was not there at the time; I was at the island. All that was sold after we commenced removing.

Q. Have you ever seen the record of the sale?—A. Yes, sir; I have seen part of it, but not all of it—all that was done at the other yard while we were moving.

Q. Did you know the property that was sold?—A. No, sir.

Q. You do not know whether it was good, bad, or indifferent?—A. No, sir; I might have seen it, but I did not see it at the sale, or do not remember it. I believe all the old stuff was sold, but what it was I do not know.

Q. Was there not stuff sold which had never been used? I refer to iron material of various kinds.—A. Nothing that I can call to memory, unless it was some portion of the Shackamaxon's machinery, which I believe had been used.

Q. Do you know anything about any iron boiler-tubes being sold?—A. No, sir.

Q. Do you know of any frauds committed at that time?—A. No, sir, I do not.

Q. Do you of any abuses of property or anything of that kind?—A. No, sir.

Q. Was the property all received here in your department in good condition?—A. In very good condition, considering the circumstances of the removal.

Q. Is your property now stored away in good order and condition?—A. It is not in good order, that is, the tools are not, but they are in good condition.

Q. Where are they?—A. A portion of them are up in the shed and another portion are in the Antietam's old machinery-shed; all the tools of the shops are stored there.

Q. Are they mixed up with your iron?—A. No, sir; the iron is in another shed entirely; all that is in that shed is ship-tools, such as are used in the machine-shop, foundery, and boiler-shop.

Q. Have you any inspector in your department?—A. Yes, sir; Chief Engineer Dungan inspects all the articles.

Q. What other duties does he perform?—A. He has charge of the stores of steam-engineering.

Q. What are your stores?—A. Metals; all stores that pertain to engines, to repairing of engines and boilers, and the fitting out of ships.

By the CHAIRMAN:

Q. Have you any inspectors besides those who are commissioned officers?—A. No, sir.

Q. Have you had none?—A. No, sir; commissioned officers always inspect the stores for our department.

Q. Do you know of any person in the naval service ever receiving any gifts or presents from anybody who was dealing with the department in any way?—A. No, sir; I do not.

PHILADELPHIA, *April* 18, 1876.

CHARLES H. GRAY sworn and examined.

By the CHAIRMAN:

Question. Have you been connected with the navy-yard?—A. I have been connected with the yard as calker.

Q. State whether you, at any time, have seen any wrong or fraud done by any one at the navy-yard?—A. No, I cannot say that I ever did, and I have been there, I suppose, for eight or ten years, off and on.

Q. Have you seen any unlawful appropriation or unlawful removal of property belonging to the Government?—A. Not that I know of.

Q. Have you known of instances where men who were not skilled laborers have been rated as skilled mechanics?—A. No, sir. As to skilled labor, there are all sorts of men. Some were worth double what others were, some not being as skilled as others.

By Mr. HARRIS:

Q. That is, there are a great many grades of skilled labor?—A. Yes, sir; some men are worth five times as much as others.

Mr. Edwin Hartt at this point appeared before the committee and made the following statement:

Mr. CHAIRMAN. I have heretofore testified in effect, I think, that Mr. Read offered me some money. That is not correct. Mr. Read offered to make my daughter a present, or intimated that he wanted to give her something. I told him that I would not submit to that, and there the matter dropped. He did not offer me money. I have said in my prior testimony, in so many words, that he offered me money, and I wanted to correct that statement.

PHILADELPHIA, *April* 20, 1876.

RENSSELAER W. DAYTON sworn and examined.

By the CHAIRMAN:

Question. Were you ever appointed timber-inspector in the State of Florida?—Answer. I was.

Q. At what time?—A. I think about January of last year.

Q. Have you held that position ever since?—A. No; I was discharged. I suppose I held the appointment about seven months.

Q. By whom were you appointed?—A. By the Bureau of Construction and Repair; that is, by Mr. Robeson.

Q. Do you know upon whose recommendation you were appointed?—A. It was done on the solicitation of some of my uncles and friends. I had letters from an uncle, or two uncles, I think, in Camden, and one from a cousin in Trenton. I had letters also, perhaps, from Mr. Amos Clark, who was Congressman from our district at that time, I think.

Q Who were your uncles who resided in Camden?—A. James P. Dayton and Peter L. Vorhees.

Q. Had you any personal acquaintance with the Secretary of the Navy?—A. No, sir. My uncle was minister to France under Mr. Lincoln's administration. I had no personal acquaintance with the Secretary of the Navy.

Q. During the time of the holding of this appointment of timber-inspector in Florida, where did you reside?—A. Part of the time I was in Jacksonville, and part of the time on Indian River, Hillsborough River, and on the Halifax River.

Q. You were then on duty in the State of Florida?—A. Yes.

Q. Did you receive any pay there?—A. Yes.

Q. How happens it that the paymaster was directed to send and did send to you a draft at Matawan, N. J.?—A. About the time I left Jacksonville I directed him to forward checks to my address at Matawan.

Q. How long was that done?—A. I am not positive. I returned from Florida about the middle of April, or a few days prior to that time. I went down, perhaps, on the first of January. I left home probably on the 2d January. I directed the paymaster to send the checks to Matawan.

Q. After your return to Matawan did you return to Florida?—A. No, sir; my health was such that I did not know whether I would return or not. At that time I thought something of remaining in Florida, and had it in view, perhaps, to return. I, however, did not return, but received some payments. The papers will show just what checks I received at Matawan. I held the position about seven months or perhaps eight months.

Q. How many of the payments do you remember to have been made to you at Matawan?—A. I should think about three.

Q. From whom did you draw your pay ?—A. The person from whom I received the pay I cannot recollect. He was afterward removed and another man appointed. It was the paymaster at Pensacola. As to whether it was Mr. Carpenter who made the first payment to me I cannot recollect. I however received pay from the paymaster at Pensacola, and he was the one from whom the checks first came. He was removed, and after that some other gentleman was appointed in his stead.

Q. Do you recollect that Mr. Hanscom, the chief of the bureau at Washington, certified from Washington that you were timber-inspector, and directed the paymaster at Pensacola to send your pay to you at Matawan ?—A. I received a communication, I think, from Mr. Hanscom. I recollect a letter something to the effect that he had directed the payments to be made to me not at Matawan, but by the paymaster at Pensacola navy-yard.

Q. Did you thereupon write from Matawan at the end of the month to the paymaster at Pensacola to forward you your pay to Matawan ?—A. I have no data as to when I received that letter. It was received South during my absence. I refer to the letter from Mr. Hanscom, or from whomever it might have been. My object also in having the check sent to Matawan—I think the last check in April—was that I had checks of my own, and I asked them to be sent, and had them cashed at my own bank.

Q. Do you remember going to Pensacola and drawing your pay ?—A. No, sir; I have never been at Pensacola.

Q. The places that you visited were what besides Jacksonville ?—A. I was up on the Indian, Hillsborough, and Halifax Rivers. I paid my own expenses at all times, both traveling and incidental.

Q. Your pay was at the rate of how much a year ?—A. One thousand dollars, or about $83 a month.

Q. How many reports did you make ?—A. I made no written reports. While I was in Florida I was at Saint Augustine, spending there two or three days.

By Mr. HARRIS:

Q. Did you go on to the timber-land for the Government ?—A. Yes; I was up on the Indian River, and then around by Mosquito Lagoon or Inlet, where they were cutting timber.

By the CHAIRMAN:

Q. Was that Government land ?—A. It was so understood.

Q. Was it a naval reservation ?—A. So I was informed. On reflection, I think it was nearly nine months that I held my position, although I am not positive about that.

Adjourned.

PHILADELPHIA, *April* 11, 1876.

E. G. CATTELL sworn and examined.

By the CHAIRMAN:

Question. You were subpœnaed to bring with you the books, consisting of the ledgers and cash-books of the firm of A. G. Cattell & Co., E. G. Cattell & Co., and E. G. Cattell. Have you those books with you ?—Answer. I suppose everything is here, except probably a bank-book of my own. I keep no other books, except what you have here.

Q. You keep no private books of any kind ?—A. No, sir; and I never have.

Q. You keep no ledger, journal, day-book, or memorandum-book ?—A. No, sir; nothing except what I carry in my pocket. I do not make memoranda. My practice is to remember and to communicate to my book-keeper anything in the shape of a transaction that is done, and let him make the entry of everything.

Q. Have you your bank-book ?—A. It is at the store, I think. I have not got it with me. When I want to know about my deposits I drop in to know if I have anything there. I always keep something in the bank for my private account, to check on.

Q. In the bank did the firm of A. G. Cattell & Co. keep a deposit account, and E. G. Cattell, individually, keep a bank account ?—A. Yes, sir.

Q. And A. G. Cattell keeps an individual account ?—A. Yes, sir; and A. G. Cattell & Co. keep a separate bank-account for the fifteen or eighteen months, or whatever there is of the first set of books which you have seen. The account of A. G. Cattell & Co. is an old account, in two banks—the Mechanics' Bank and the Corn Exchange Bank. The account of A. G. Cattell & Co., as it runs on to the new books, is kept in the Mechanics' and the Corn Exchange Bank. I also keep an account in the Corn Exchange Bank, individually. My brother, of course, keeps an individual account in the Corn Exchange Bank, and I have, I think, kept a small account in the old State Bank of Camden. That is, however, a small account, and there is nothing of any moment there. I have within the last seven or eight or nine years had an account there. I also kept a small bank-account at Long Branch, for my private expenses.

Q. Is your individual account of deposits with the Corn Exchange Bank a large or a small account?—A. It is not a very large account. I could not now give you the figures.

(Witness directed to produce his accounts.)

Q. In what business have you been engaged distinct from the partnership of A. G. Cattell & Co., since the year 1870, if any?—A. In 1869 my brother broke down in health, and declined to allow a re-election as United States Senator on that account. He then arranged with me that I should take the whole of A. G. Cattell & Co.'s business. I had to send him for a year and a half to an institution at Clifton Springs to be cured. I took the assets and everything of the firm, he to draw simply his capital out of the concern, without inconvenience to the firm, virtually making me the responsible person and the owner of all, except simply the capital of A. G. Cattell, with the understanding that he left his name and capital in there. This has been so ever since 1869; he has paid no attention to it. He has probably given some advice, and been in there. Of course he would have held himself responsible if there had been any loss or debts to have been paid, but I have virtually been the owner of the concern since 1869.

Q. Do you mean to be understood that since that time he has simply drawn out his capital?—A. Yes, sir; with no interest whatever. He left that to me and my children; he has no children. The two boys are mine.

Q. For what purpose, then, would he, from time to time, pay into the firm of E. G. Cattell & Co. money?—A. He has paid money into the concern, but I do not know that I can answer that question. I do not know that I know, except it is money that has been borrowed or loaned, or something. I cannot say why he has paid any money in, if he has.

Q. As a matter of fact, do not your books show that he has, from time to time, paid in money?—A. That I do not know.

Q. If your books do show that he has paid any money into the firm of A. G. Cattell & Co., you have no explanation to offer?—A. The books are correct; I know nothing that is wrong in them in any way.

Q. Then if your agreement was that he should simply withdraw his capital since 1869, and cease to have any connection with the business except for that purpose, how do you reconcile that with the fact that he has been paying money into the firm?—A. If he paid money in, that money he would draw out, of course. He would loan me or let the firm have any money that he had. I have been a borrower, as you will find from the books.

Q. No other person from whom you borrowed money has so paid it into the firm, have they?—A. No, sir, I think not. It could not be that anybody else would do that, I should think; it would be, I think, with him a possible thing.

Q. Coming back now to the question with which we started, have you been in any business distinct from the firm of A. G. Cattell & Co.?—A. Yes; I have been in various things—in anything whereby I couldoperate or make any money. I have been doing all I could do of business with the United States Government, with the Navy Department. I have been doing all I could in real-estate operations, and in mining and saw-mills; whenever I could make joint-account operations I have always been ready and willing to do it.

Q. You have been purchasing real-estate?—A. Yes, sir.

Q. On joint account?—A. No, sir; upon my own account. I have purchased grain on joint account.

Q. Do you own or have you owned any real-estate since the year 1870, in which any other parties were jointly interested with you: if so, who are they?—A. No, sir; nothing that I can recollect now.

Q. Are you not a joint owner with other parties in property known as Long Branch property?—A. Not a dollar.

Q. How happens it that that is upon your books?—A. I can explain that, I believe; that is, I will give you my explanation. My brother and Secretary Robeson and eighteen others, making twenty, bought the Long Branch property. It was a pretty considerable tract, containing, I think, three or four hundred acres. I do not know the amount exactly. The parties were all from New Jersey. My brother and Mr. Robeson took two-twentieths interest in the whole of it. They started their cottages, and they expected to make out of that speculation a cottage each for themselves. My brother was sent to Europe. I took charge of building his house, and also of building the Secretary's, with the expectation—and whether it was an understanding or not I do not now remember—that if it was a profitable thing I might receive some benefit in looking after and attending to the building. I bought directly from the company three or four small lots around their club-house, and built a nice little cottage, costing about $4,000; that was to live in, and to take my meals in the house; I then bought three other lots adjoining, costing about $300, and built one house for myself, and one for a brother, who was president of Lafayette College. I occupied one of these houses myself one year. I have rented them out since; that is my connection, so far as I can explain it, with this property.

Q. Have you not built, or has not the firm of A. G. Cattell & Co. built a house and paid for the interest of Mr. Robeson in the Long Branch property?—A. Yes, sir; A. G. Cattell & Co. has paid all that, and it so stands on my books, I presume.

Q. Is Mr. Robeson's account settled or unsettled to this day?—A. It is unsettled.

Q. Was not the entire purchase of A. G. Cattell and Mr. Robeson of that property paid

for, assumed, or carried by the firm of A. G. Cattell & Co.?—A. I cannot answer that question. Whatever the books show, as to that, is true; I think so.

Q. The books showing that, then, would show the truth, would they?—A. Yes, sir; exactly. If it is there it shows the truth.

Q. Have you any interest, or has the firm any interest, in the purchase of property in the city of Washington?—A. No, not as a firm. My brother has a half interest with some purchase of property in Washington.

Q. Who paid for that?—A. I cannot tell you that.

Q. Did you have, or did your firm have, any connection with the payment of the notes as they fell due?—A. No, sir; not to my knowledge. I do not remember about that. Unless it is in the books I could not answer the question.

Q. Who is Flanagan?—A. Stephen Flanagan is a man with whom my brother owns, on joint account, some property in Washington, the nature of which I could not tell, except that it is some lands; that is Stephen Flanagan, of Philadelphia.

Q. Mr. Flanagan is the mortgagee, is he not? That is the only interest that he has, is not it?—A. I could not explain the matter. I do not know about it. Mr. Flanagan can explain it, I suppose.

Q. Do you know whether Mr. Robeson has any interest in that purchase with your brother?—A. I do not.

Q. Is there any real-estate in which the firm is interested—Merchantsville property, for instance? That is owned by the firm, is it not?—A. The Merchantsville property is a difficult matter to explain. I can convey to you, probably, the state of that property. My brother bought quite a tract of land years ago at Merchantsville. It was farm and woodland. I conceived an idea that by laying it out in a town there might be some money made on it. As I have said, there were a great many things left for me to carry out. I said, "I will take hold of it, have it surveyed, have ninety or more acres laid out in town-lots, and if there is anything made out of it we can settle that as we go along or when we get through." That is about the situation of the Merchantsville property.

Q. Is Mr. Robeson interested in that property?—A. Not a dollar's worth, and he never has been.

Q. Has Mr. Robeson at any time been interested with you or your firm in owning any stocks and bonds?—A. No, sir; he sent me some bonds at one time to make some payments for him. That will appear in our books, but as for being interested in any bonds with us or with me individually, he is not.

Q. Do you know from what quarter Mr. Robeson derived these bonds?—A. No sir.

Q. Are you interested in the purchase of the tract of land opposite League Island, in New Jersey?—A. No, sir; I never heard of it.

Q. Do you know the tract of land from which they procure soil or dirt to remove to League Island?—A. I do not.

Q. Has Mr. Robeson been interested with you and with A. G. Cattell or with the firm of A. G. Cattell & Co. in any other enterprise or investment of any description or character?—A. I can call nothing to mind now.

Q. Do you know of any sums of money being raised at any time, either by yourself, your brother, A. G. Cattell, or the firm of A. G. Cattell & Co., for the benefit of Mr. Robeson?—A. No, sir; I can answer that question emphatically. I thought it was going to lead further, as to whether there has been any money raised for any political purpose, but you did not go that far.

Q. At the time Mr. Robeson went to the city of Washington do you know whether or not a fund or any sum of money was raised for his benefit, to be loaned to him?—A. I do not.

Q. You have no knowledge or information of that?—A. I have no knowledge of that.

Q. You have spoken of raising a fund for political purposes. Do you know of any money being raised for such a purpose?—A. Yes, sir.

Q. When and where was that?—A. While I have not been in political life much myself, I have gone to friends and got them to subscribe and give me a few hundred dollars, and have raised funds for our campaigns, in the last six or seven or eight years. The amounts have never been very large. They would not sound large to political men. It was for the carrying on the canvass of an election.

Q. Do you remember any time when a fund was raised for the benefit of Mr. Robeson personally in an expected race of his for the United States senatorship from New Jersey?—A. No, sir.

Q. Will you explain this entry in your cash-book, under date of June, 1873: "Gratuity account; paid Geo. M. Robeson, balance of political account due by A. G. Cattell, $3,000?"—A. I can explain that; or at least I will give you my version of it from recollection. In the collections between the Senator and myself that we have collected for that purpose and handed over, we have handed all over except $3,000, and we have handed that $3,000 to Mr. Robeson. That is the explanation of that. At that time we had collected more than $3,000.

Q. What canvass, political or otherwise, was pending at that date, June 17, 1873?—A. I cannot remember any political canvass, except the republican party of our little State. I never went out of *New Jersey; it was for* New Jersey. Wherever we raised any money it *was for our own State.*

Q. Do you know that, at any time, either you yourself or your brother, the Senator, received a large sum of money from Mr. William Matthews, of New York, for political purposes?—A. No large sum of money. I think William Matthews gave a thousand dollars. I think that was one of the collections that I made. I do not think he gave over a thousand dollars, although it may have been more.

Q. If it was exceeding $4,000, it was a very liberal payment on the part of Mr. Matthews, to say the least of it, was it not?—A. Yes; but it was not $4,000. It was $1,000. That is all that I can remember.

Q. From whom else did you collect any sums of money for political purposes?—A. I do not remember.

Q. Did you collect any from Mr. Swift?—A. I may, but I do not remember.

Q. Or from Mr. Bigler?—A. I am not able to recollect whom I collected from.

Q. Try and refresh your memory, and see if you did not receive money from Mr. Bigler, of New York.—A. I do not remember that at this moment.

Q. What is the impression upon your mind?—A. My impression is that I did not. I may have asked Mr. Bigler, but it is my impression at this moment that I did not.

Q. S. P. or A. P. Brown?—A. Never a cent.

Q. Hyatt & Spencer?—A. Never, sir; I do not know them.

Q. From Walton?—A. No, sir.

Q. From Noblitt, Brown & Noblitt?—A. I think Mr. Noblitt probably might have given me $500. Not Noblitt, Brown & Noblitt, but I think Dell Noblitt gave me $500, although I may be wrong in that.

Q. From Mr. Stetson?—A. No, sir.

Q. From Mr. Gaskell?—A. I think Mr. Gaskell probably did give me some money at some time. I am not sure of that.

Q. Did you not request, to the extent of your acquaintance with the contractors with the Navy Department, contributions from them?—A. No, sir.

Q. Did you ever make a present to Mr. Robeson?—A. Never, sir; not to my recollection.

Q. I call your attention to page 159 of your cash-book under date of January 20, 1872, to the following entry: "E. G. Cattell, present to G. M. Robeson, $250." What have you to say to that?—A. Well, I do not remember about that $250 present. Was that about the time of his wedding? It might have been a wedding present, or something of that kind. There has been no money given to Mr. Robeson in any way, shape, or form.

By Mr. BURLEIGH:

Q. Is not that the cash-book—A. Yes, sir; that is the transcript of all my transactions.

By the CHAIRMAN:

Q. I have read the entry correctly from the book, have I not?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Would not the "merchandise" be rather in the journal than in the cash-book?—A. I would not know, myself; I am not accountant enough to know where Mr. Warr put that.

Q. Is there nothing else but "cash" in these books?—A. Nothing that I know of. You must understand, however, that I am no accountant. My business is more active and out of doors. I let my young man, whom I have had for a number of years, make all the entries.

Q. Have you had any reason to suspect the accuracy of your book-keeper?—A. No, sir; not at all. He is a very accurate young man.

Q. Calling your attention to another entry on the same bill-book, page 157, January 15, 1872, I find this entry: "Gratuity account, case table-silver, $275." Who was that for?—A. I gave that to one of my children, I think. I am not sure. I have made a good many presents around to my friends. I could not tell you to whom it was given. It was not given to any naval officer, or anybody connected with the Government, you may be sure of that.

Q. Did you ever make a present of a pair of horses or carriage or phaeton to any one?—A. No, sir.

Q. Have you ever made any presents or gifts of any character or description to the members of the families of any one connected with the naval service in any way?—A. With two exceptions I have not.

Q. What are those exceptions?—A. I think I made a present to a young girl of a [illegible] books. I think I made a present to a little boy of Mr. Hanscom's of some little to[illegible] The whole probably would not amount to $50. With those two exceptions I believe I rec[illegible] lect of nothing in the world in the shape of presents to anybody. The daughter of Gene[illegible] Watmough was a nice girl, and I thought I would like to make her a Christmas present some books. I do not recollect the works now. They were two works which she rat[illegible] expressed a desire to have. I found that out from her mother, and made her a present.

Q. Have you not, from time to time, settled and paid bills contracted by parties in [illegible] naval service or their families?—A. With one exception, I have not to my recollection. [illegible] have paid a bill for Secretary Robeson.

Q. To what extent?—A. I could not give you an approximation. All the money that

ave ever paid for him has been where he has requested me and given me the money to ay them. I have done so frequently.

Q. He has given you the money to pay for them?—A. Always.

Q. Did you liquidate certain bills that were contracted by Mrs. Robeson in the city of lew York with Mr. William Matthews?—A. Yes; I paid them and received the money om Mr. Robeson to pay them. He gave me the money to pay the bills. It is not worth hile to give any reasons for that, is it?

Q. If you desire to do so you can.—A. The reason was that Mr. Matthews with his arangements with me would take a percentage off. It was cheaper for Mr. Robeson to pay e bills through me than to pay them himself.

Q. Mr. Robeson then knew of your arrangement with Mr. Matthews?—A. Mr. Robeson id not know, but I told him I could get a percentage off. I paid also a good many of the ong Branch bills on the house. Everything is, however, shown on the accounts which I aid.

Q. But this account for the Long Branch property does not appear to have been settled? —A. It has not been settled by Mr. Robeson. That stands as an account against him.

Q. These other matters, as I understand you, have been paid?—A. Yes, sir.

Q. How paid?—A. He gave me money as I paid them, as you would.

Q. Did he hand you the money or pay you in a check?—A. He handed me the money enerally; always, I believe.

Q. Have the bills been paid with Mr. Matthews yet?—A. All of them.

Q. Have you Mr. Matthews's receipts for them?—A. I think not.

Q. Have you any statement from Mr. Matthews showing that they were paid?—A. I do ot think I have now.

Q. I understand you to state that you said to the Secretary that you could get them at a ery small or rather at a reduced price?—A. No, sir; I did not say so.

Q. What did you say?—A. I said that I could get a discount off the face of the bill.

Q. Did you tell him where you were going to purchase?—A. I did not purchase them. hey purchased them.

Q. How happened it that they knew where to go?—A. I do not know that. I cannot ell you.

Q. Did not you tell them at the time that you could get a discount off?—A. No, sir; not ntil after they asked me to pay the first bill. Then, of course, I did. I did not know how hey came to get them at William Matthews'.

Q. Then they had commenced trading there before you had informed them that the disount could be had?—A. I presume so. That I cannot recollect.

Q. Have you ever received any fees or commissions for the collection of any claims in the Navy Department?—A. I think I have.

Q. From what claims?—A. I think from Mr. Matthews.

Q. From anybody else?—A. No, sir.

Q. How much did you receive from him?—A. I cannot remember. Of course Mr. Mathews' books would show that.

Q. As much as $5,000?—A. I should think it was as much as $5,000.

Q. Ten thousand dollars?—A. No, sir; I do not think it was $10,000. It was somewhere etween $5,000 and $10,000. But my memory does not serve me. I suppose Mr. Matthews ad that in his general account. He keeps the account; I do not.

Q. Explain, if you please, the relation of yourself and Mr. Matthews.—A. When Mr. Matthews heard that I was going to do a business outside of my own business he understood hat Mr. Bradford was an acquaintance of mine, which he was. He was an old acquaintance, and had been for many years. Mr. Bradford told him that I was an energetic nan; that my business was not paying very well; that my sons could manage it, and that was pretty loose and could go into this business, and that I would do it energetically nd probably be considerably in his way. Mr. Matthews told Mr. Bradford that he ad been twenty or twenty-five years in the navy business, and had got the thing at his ngers' ends. Mr. Matthews said he could do that business easily, but said, "If I have uch a man as that to contend with, my profits will be cut down very badly, and the anoyance and everything will rather flustrate me." Bradford suggested to him to see me. He did not know what I would do or say. We might make some arrangement or somehing to that effect. Mr. Matthews sent for me and I went to New York and saw him. I tated just what I meant to do. I knew I could handle business as well as anybody else. I new that the Government was safe, and could pay, and that was more than we could say f our general regular business, and that my business was not sufficient, or at least I did ot make money enough, and I wanted to make more money, and that I meant to start. He ade the proposition to me, I think, himself. I may have made it to him, but that I cannot emember distinctly. The arrangement was made there, however, by which he was to ive me 5 per cent. of the business, and that has continued up to the present time.

Q. Do you mean on the amount of his sales?—A. Yes, sir.

Q. Were you interested with him in his purchases?—A. No, sir; not interested in any sk or loss that he might sustain in his purchases.

Q. Were you interested with him in the purchase of a lot of condemned clothing?—A. No, sir.

Q. Or condemned provisions?—A. I presume that comes under the general arrangement. I left it to Mr. Matthews to give what he considered was 5 per cent., without any examination. He sent it to me regularly. At first it did not come very regularly, but afterward it came about every month.

Q. When was that arrangement formed between you and Mr. Matthews?—A. Before I had commenced doing any naval business whatever.

Q. When was that?—A. My memory does not serve me. I do not know whether my books will show the first arrangement made, but it was six or seven years ago.

Q. Was it in the year 1870, or 1871, or 1872?—A. I have not that clearly in my mind as to the year.

Q. Did you pay any capital into the business?—A. No, sir.

Q. What were you to do?—A. All I could, and what I could.

Q. What you could in what direction?—A. In any direction that would help in the business.

Q. Were you to buy property?—A. No, sir.

Q. Were you to measure property?—A. No, sir.

Q. Were you to manufacture property?—A. No, sir.

Q. Were you to handle or store property?—A. No, sir.

Q. Were you to see to the delivery of property?—A. No, sir; except it should become necessary.

Q. I have gone over pretty well all that; what were you to do?—A. I was to do anything I could. My business was to find out what would be likely to be needed; watch the papers; see the advertisements; keep my mind and self always in constant exercise of what might be sold or contracted for to the department and report to him.

Q. Were you not by your agreement to exercise whatever influence you possessed with the officers of the Navy Department?—A. Influence and ability; wherever and whatever influence and ability I had to help him, I was to use.

Q. You were, further, were you not, to see to the prompt payment of the bills?—A. Certainly, to help him through the departments with the bills.

Q. Under that arrangement, and under the influence and ability which you had, I ask you as a matter of fact whether bills were not promptly paid?—A. No, sir.

Q. They were not?—A. No, sir.

Q. If Mr. Matthews states that they were usually paid within fifteen days, he is mistaken, is he?—A. No, sir; he is not mistaken. There have been times when his bills were promptly paid. Going through the departments, which is a very difficult thing, sometimes I have helped very materially in getting them through, but the latter part of Matthews' time he has not been promptly paid. They owe him money.

Q. Why has he not been promptly paid?—A. I do not know.

Q. What excuse is rendered to you?—A. I have no means of knowing what excuse. The help that I have given there is to get them through the department, through the paymaster's office, and through Mr. Stickney or some men who have the papers who can lay them in pigeon-holes or put them through early. When they say they cannot do anything, then I am done. I render all the service I can. That seems to me to be an answer to the question.

Q. I wanted to know what excuse is alleged.—A. I do not know.

Q. Do they allege want of funds or failure to deliver the kind and quality of property?—A. That I do not know.

Q. Then are you not somewhat derelict in your part of the agreement that you were to see to the prompt payment of the bills?—A. Mr. Matthews has not notified me of that fact.

Q. His remittances have been very regular and prompt, have they not?—A. No, sir; not of late.

Q. When did he cease to be prompt?—A. My memory does not serve me on that point.

Q. Has it been of later period than the first of the present year; in other words, were they not prompt up to the 1st of January last?—A. I think they were.

Q. Have you any other such arrangement with anybody else?—A. Yes, sir.

Q. With whom?—A. S. Carl & Co., of Brooklyn. I have had much the same kind of an arrangement with them.

Q. Have you had any such arrangement or something like that with Noblitt, Brown & Noblitt?—A. Yes; it is not of quite the same nature.

Q. What is the nature of that arrangement?—A. It is of a prospective but not positive nature. I mean by that that we have never arranged the sum of money that they are to pay or were to pay me. I arranged with them to help them all I could in anything as with Matthews, trusting that if they were successful they would be liberal with me, but we have never had any positive arrangement. I have received from D. and J. Noblett a loan of, I think, $2,000. That loan lies in a position that I might or might not pay it back to them. That is my feeling, although without a positive arrangement, that that $2,000 is mine. I felt that I might have to pay it back to them or might not have to. The Dell Noblett arrangement is about the same, and I have received from him somewhere about $6,000 or

)00. That lays precisely in the same way, I giving no obligation for either one of these ns. It lies in about the same position as the one from D. and J. Noblett.

}. Have you an arrangement with any other party ?—A. Yes, sir.

}. Who is that party ?—A. I have made an arrangement with the Water-proofing Com- ıy of Philadelphia, that I was to receive 5 or 10 per cent., and I cannot now say, which but I give you about the amount of money that they paid me to introduce their water-proof- , if it could be done. I have received from them about $3,000, maybe a little more, maybe ttle less.

}. Any other persons ?—A. Yes, sir: I have done what I could and all I could, as you will l, believing that I was doing nothing wrong. I have done business for J. K. Knowlton, but much. I tried to do it, but could not do any more than I did. I do not think he paid over $1,000; perhaps it was $1,500: it may have been less.

By Mr. JONES;

}. Is he of this city ?—A. He was out at Sharon, I think, close by here. His company ıufactures circular saws, and he has a patent for circular saws.

}. Is not there a man named Knowlton, in Philadelphia, carrying on that business ?—A. , sir; that is the one. I think he is out of town some few miles, but he makes Philadel- ı his headquarters, I think.

By the CHAIRMAN:

}. Have you had arrangements with anybody else ?—A. I do not know whether the pur- se of candles in New York, that I made of Mitchell, is on my books or not. Whether : went through my books I am not sure. I bought some three or four thousand dollars' th of candles there. I got the contract by regular bid.

}. How about Stetson? Did you get any commission from him ?—A. That is the same tion with Noblitt's case. No bargain has ever been made in any way. Stetson is an old ıd and neighbor, and I told him that any service I could render him I would. I would ıire and find out anything that there was going on. If I found out that there was going ɔe any coal purchased anywhere, I would tell him, so that he could get his vessel and put bids in. There was no bargain, and he has never paid me any money, and never has eed to pay me any money, but I supposed he would do so at some time.

}. How about Gaspell ?—A. There has been none with him.

}. Have you had an arrangement with any Baltimore firm ?—A. No, sir.

}. Or with Mr. John Roach ?—A. I know the man and that is about all. I have met ı a few times, but do not know him intimately, and have never had any dealings with ı whatever.

}. Have you an arrangement with any other firms in the city of New York ?—A. Yes, sir; ıade an arrangement with Resingue & Co., lumbermen, of Brooklyn.

}. Does Mr. Bigler also pay you a commission ?—A. No, sir.

}. Have you no agreement to that effect with him ?—A. No, sir.

}. Has he never at any time paid you any commission ?—A. No, sir.

}. Or given you any interest or part in his contracts ?—A. No, sir; not to my knowledge. aking of Mr. Bigler, I have loaned him, and we have exchanged some paper. He got ı financial trouble, and I have helped him. Of course on that transaction, if he is ever e, he will pay me a regular mercantile commission for the use of my paper. It has, vever, been exchanged. That is, he took care of his paper and I took care of mine.

}. Creed or Raymond ?—A. Never a dollar.

}. Wharton & Bros. ?—A. Never a dollar.

}. Watson and Pittinger ?—A. No, sir; I do not know them.

}. Have you mentioned all the parties dealing with the Navy Department, who have paid ı a commission ?—A. I do not know that I have. I would be glad if the chairman would e me a list of all I have named, in order that I may refresh my memory after leaving. If ın bring to mind others, I would like the privilege of bringing their names to you.

}. Have you had any interest, fees, or commission, in connection with parties who have ght ships which have been sold, or iron sold from ships ?—A. Never a dollar to my ıwledge.

}. Who were interested with you in the contract for supplying the Polaris expedition ?— Nobody.

}. Was not Mr. Matthews ?—A. No, sir; Mr. Matthews may have furnished some goods the Polaris. They were bought regularly of him, as they would have been of any other n; but he had no interest whatever except that.

}. Have you at any time bought any material of any description from the Navy Depart- nt ?—A. Not a cent's worth to my knowledge.

}. If I understood you correctly, you have not been interested or received any fee or ımission in any other claim collected from the Navy Department except that of Mr. Mat- ws ?—A. That is all that I can recollect.

}. Did you have any agency in the collection of the Secor claim ?—A. Not the slightest. o not know anything about it. I do not know the parties.

}. Did *you know the day and date it* was paid ?—A. No, sir.

Q. Did you have any interest, or do you know whether your brother had any interest, in that claim?—A. He did not to my knowledge.

Q. Or in the claim for the Governor?—A. Not the slightest, to my knowledge

Q. At what time, if ever, was Paymaster-General Bradford located at Philadelphia?—A. I do not understand that question exactly.

Q. Was J. Q. Bradford, paymaster in the United States Navy, ever at any time stationed at this point?—A. I think not. I do not remember now that he was.

Q. At what time was he on duty at the city of Washington? I mean when he was appointed chief of the bureau?—A. About three years ago, I think. I could not give you the date.

Q. What have been your relations with him?—A. Intimate.

Q. Confidential?—A. Yes, I might say confidential. I am intimate with him. He is an old friend of mine. He visits my house. He has known me for a great many years.

Q. Is it not a fact that you procured Mr. Bradford to mention your name to Mr. Matthews in the city of New York?—A. No, sir; I never suggested it to him. It struck me like a clap of thunder. I never even suggested it.

Q. You had told Mr. Bradford that you were going to the city of New York?—A. No, sir.

Q. How did he know that you were going to the city of New York?—A. Mr. Matthews sent for me to go and see him.

Q. Did you contemplate going to New York and opening there?—A. Certainly, I meant to do business wherever I could do any.

Q. Did you communicate that fact to Mr. Bradford?—A. Yes, sir; and I think before I entered in with Mr. Matthews I put in a bid for some slate, and I was the lowest bidder, and furnished the slate to the Brooklyn navy-yard. I think I put in a bid for butter, and was the lowest bidder, and got the contract.

Q. You are distinct in your recollection that the first interview between Mr. Matthews and yourself was brought about by Mr. Matthews's instigation, and not yours? You had no agency in bringing it about?—A. I cannot say that.

Q. What do you say as to that?—A. I had mentioned my going into business. Mr. Bradford knew that I was going to do this business, and something may have passed between us on that point that I cannot recollect.

Q. You are a large borrower of money from Mr. Bradford, are you not?—A. Yes, sir.

Q. How long have you been such?—A. My books will show it, I presume. He was credited with the money when it came, and the interest is paid him regularly.

Q. Has any part of that money been borrowed from him since he has been in Europe?—A. No, sir.

Q. Where was he on duty when you borrowed it from him?—A. I cannot tell you. If you get the date of the loan from the books, it might be located. I cannot remember that date.

Q. The first entry is September 7, 1871, $10,000. The next appears to be of date October 17, 1871, $5,000. The next is dated January 13, 1872, $1,667. The next is dated July 1, 1872, $2,333. The next is July 3, 1872, $1,000; making $20,000. He was then in the city of New York, was he not?—A. I think he was; yes, sir.

Q. Was that money actually loaned and passed to your credit?—A. It was actually loaned and passed to my credit.

Q. Was not that a part of the money derived from the Matthews arrangement?—A. Not at all. It never had a cent of connection with it. There was not a dollar of money paid or arrangement made with Mr. Bradford; not the slightest.

Q. You knew Mr. Bradford well?—A. Yes, sir.

Q. From what sources did he derive his income outside of his salary?—A. That I do not know.

Q. Did he have any separate estate or property? Can you furnish any explanation of the fact that he was loaning you that amount of money within that period of time from his salary? Can you reconcile it with his salary?—A. I cannot say where he got the money. He loaned it to me because I needed some money.

Q. Did you ever loan to any one connected with the naval service any sums of money?—A. No, sir.

Q. Have you not loaned to Mr. Russell, the paymaster at this place?—A. No, sir; I think not.

Q. Has not your firm loaned?—A. That I do not know. I cannot tell you. If there is any loan it must be registered on the books. We have loans and have due-bills probably of a good many friends who come in and are accommodated with small sums of money. It is a natural and common thing with merchants, and particularly with us. A good deal of that we never get back again.

Q. Who are the bondsmen of Mr. Russell?—A. I do not know that.

Q. Upon whose recommendation was he selected as paymaster at this place?—A. I do not know that.

Q. Upon whose recommendation was he continued here at this point after having been relieved?—A. I do not know that.

Q. Did you or your brother recommend or join in a recommendation for that purpose?—A. I can only speak for myself. I never recommended Mr. Russell. I cannot speak as to my brother. I like Mr. Russell as a correct, straightforward man, and always did ever since I have known him.

Q. Are you not a creditor of his?—A. Not that I know of.

Q. I mean is he indebted to you upon any account whatever?—A. If he is it is on the books. There is nothing else. If there is anything on the books it is correct.

Q. Have you no due-bill or memorandum of indebtedness from him?—A. No, sir.

Q. Has he bought any real estate from you or from the companies of which you are a member?—A. No, sir, never.

Q. Have you loaned any money to the Secretary of the Navy?—A. Nothing but what will appear on our books that I can now recollect. During the crisis, at the time of the failure of Jay Cooke & Co., we were pretty well extended. It was pretty sharp work. Several times I taxed some of my friends pretty hard, and among them I think Mr. Secretary Robeson in one or two instances borrowed some money and gave me the party's check to use in case of necessity, and I did use it, but returned it. That probably may have gone regularly on my books and it may not. But our transactions shown on our books are that there has been some money notes and transactions between the Secretary and ourselves. It is impossible for me to pick them out in amount and date, but I refer to the account. The transactions are there on record.

Q. The books we have seen here show only that Robeson has from time to time loaned his notes.—A. Yes, sir.

Q. Does that correctly represent if such is the showing of your books, your debit and credit relations with him?—A. It shows all my relations with Mr. Robeson to my knowledge.

Q. What is the reason of a despatch from you:

"WASHINGTON CITY, *October* 4, 1873.

"To Hon. GEO. M. ROBESON,

"*Care Paymaster Cutter, 29 Broadway, New York:*

"Arrange matters with Cooke. Must make change in paper. Leave for home six today."

A. That thing is not clear in my mind. In the purchase of the real estate between my brother and the Secretary at Washington, they borrowed money of Jay Cooke & Co. My brother was in Europe and I was to look after the paper. At the time of the failure and the crisis, or before that, this paper or note that was to be paid and taken care of here was sent to Washington. That note, I think, was $8,000, if my recollection is right. I was a little short of money, and I took two notes, signed Irvin Maguire to the order of Alexander G. Cattell & Co. I went down and tried to get the note renewed. I found I could not do that. I got Mr. Stanton to discount those two Maguire notes and give me the money, and with the balance I renewed the note. That, I think, is the nearest explanation I can make of that transtion.

Q That was an $8,000 note?—A. I think it was $8,000.

Q. And it was given for and on account of a purchase of certain lots in the city of Washington?—A. Yes, sir; those lots that Mr. Robeson and my brother owned on joint account. The deeds are in my brother's name, but they are jointly interested.

Q. You took up that note, and you were to do it according to the arrangement you had, by substituting the notes of Irvin Maguire with the indorsement of A. G. Cattell & Co.?—A. Yes, sir.

Q. What has become of these notes of Mag uire? Have they been paid?—A. They were paid by money handed to me to pay them when they matured.

Q. By whom handed to you?—A. By my brother.

Q. Is there any entry upon your books that will show that transaction?—A. I do not know whether there is or not. I am not sure of that.

Q. If it was, it would appear about the date of this telegram, would it?—A. I think so.

Q. If it does not appear at or about that date you would say that the transaction is not upon your books?—A. I cannot recollect about that telegram.

Q. If it was not entered upon your books where would it be entered?—A. There would be no entry of it on any of my books, particularly if it pertained to a matter of my brother's.

Q. What are your relations with Paymaster-General Watmough?—A. Pleasant, friendly.

Q. Intimate?—A. I do not know that I can say intimate. I have known him for a great many years. He is one of our own people.

Q. From this city?—A. Yes, sir.

Q. State if you joined in the recommendation made for his appointment or designation to the place that he now holds?—A. No, sir.

Q. Were you advised that he would be assigned prior to the time that he was so assigned?—A. No, sir.

Q. Had you any interest with your brother in his business in Europe?—A. No, sir.

Q. I will now call your attention for a short time to your books. I find upon your ledger two accounts opened, one against E. G. Cattell and the other against E. G. Cattell, No. 2.

For what purpose is that distinction made?—A. I thought my book-keeper would explain that to you. E. G. Cattell No 1 is the general account and E. G. Cattell No. 2 is for articles purchased. If I purchased them for anybody they could pay me for and outside of my own regular E. G. Cattell account.

Q. That would be, then, a small amount?—A. Yes, sir; that is, I do not know which he has got, No. 2 or No. 1, the small account. He would make the entry on that book as I would tell him to open the account No. 1 or No. 2. That was for my convenience. He had the figures to attend to and see that everything was kept right and straight as far as dollars and cents were concerned. I could not tell you now whether No. 1 or No. 2 is the large account, but one I know is large and the other small.

Q. I understood you to state that all of the funds which you raised for political purposes were for expenditures in the State of New Jersey. Was I correct in my understanding?—A. Yes, sir; I may have sent some to New England. I think I did once or twice.

Q. I observe in your cash-book, page 279, an entry in these words, "A. G. Cattell, October 1, sent O. P. Morton check for $1,000." Do you know what that was for, or what it was about?—A. No, sir; I do not know O. P. Morton.

Q. Do you know Senator Morton, of Indiana?—A. No, sir; I do not know him personally, and I did not know his name was O. P. Morton. My recollection is that that is his name.

Q. I observe here an entry, "E. G. Cattell, No. 2, received from H. N. & Co. $350."—A. I do not recollect. It has been some outside operation. I do not know who H. N. & Co. are at this moment.

Q. I observe upon page 19 of your cash-book, during the year 1871 under date of June 21, "E. G. Cattell, No. 2, paid you $6,163.05." Below it, "Commissary account paid you $727,30."—A. I cannot explain why a commissary account should be paid me.

Q. What does the commissary account refer to?—A. I do not know what it is. I did not know that word was in my book. I do not know why the young man made the entry.

Q. Turning to the other side of the account on page 18, under the same date of June 21, I call your attention to the entry, "Arctic expedition received from you E. G. C., $5,228.71. G. M. Robeson received from you $1,851.72."—A. I cannot explain what the transaction was. It is all proper. That is money that I had used in the expedition.

Q. Is that money which came into hand?—A. No; to pay bills with. That was paid to me to pay these bills.

Q. But this is E. G. Cattell, No. 2 and that is E. G. Cattell, No. 1?—A. My book-keeper must explain that. It is right.

Q. Is not the true explanation there that you in your proper person received the sum of $5,228.71 from the Arctic expedition, and did you not upon the same day receive from Geo. M. Robeson $1,851.72?—A. I do not know why the entry was made there, but if it was put on there it is right. I cannot explain why it was made. It was right, however.

Q. That is "E. G. C.," meaning yourself?—A. Yes, sir.

Q. And here on the credit side of cash is the entry, "E. G. Cattell, No. 2, $6,163.05, with the commissary account paid you, $727.30." Does that commissary account refer to this item, "Received from A. Minnis, net proceeds, Wyoming?"—A. No, sir; I think not. I would rather, however, that the book-keeper should explain that account. I cannot explain it as I am not an accountant. His instructions are to see that the thing is kept right. To remember the connection of that, is impossible for me to do. He has done that for some reason.

Q. Under date of April 18, 1871, an entry appears upon your cash-book as follows: "E. G. Cattell, No. 2, received from your loan $1,000." In the same book, of date March 11, 1871, "E. G. Cattell, No. 2, received from your loan $960." In the same cash-book, on page 410, under date of March 30, 1871, "E. G. Cattell, No. 2, received from your loan." Can you explain what those transactions were, and who they were loaned to?—A. It was loaned by me to the firm out of my private account. I have loaned money to the firm whenever I had money which I did not want to use. That is, whenever they needed it.

Q. What did I understand you to state about your account No. 1 and No. 2?—A. I shall get you to have the book-keeper explain why he has kept that in No. 1 and No. 2, and what the difference is.

Q. Allow me to say that your book-keeper, for an explanation of these entries, has referred us to you.—A. Then I must look at it and answer it as best I can. I want the committee all to understand that I am no accountant.

Q. There appears to be, upon your ledger, an account of Elijah G. Cattell, the last footing up of which, on the debit side, is $142,004.57, and upon the credit side, $182,594.81. That is Elijah G. Cattell, No. 1?—A. Yes, sir.

Q. Upon your ledger, page 313, appears E. G. Cattell, No. 2, and upon the credit side this entry: "By balance transferred from folio 275, $224,121.28." Now, turning to folio 275 I find, upon the 17th day of April, 1873, a credit of $180,017.73; May 16, $18,504.93; September 17, $25,598.62, there being one debit item in that account of a later date than January 21, 1871. On page 352, on the cash-book, appears an entry, "E. Cattell, No. 2, received from E. G. Cattell at various times, and sums from November, 1870, transferred from memorandum due-bill, $180,017.73. The next credit appears under date of May 15, 1873, $18,504.93.

Under date of September 17, 1873, $25,598.62. Now, are you able to tell the committee from what quarter these sums of money were derived?—A. A part of that money has been derived from the receipts of money that I have made in my Navy operations and other outside operations. I have many operations outside which you will ascertain about, of course. I have made money and have had it kept on a memorandum, and then credited in a lump.

Q. Now, Mr. Cattell, No. 2, from what quarter did you pay to anybody, either in the shape of settling his accounts or in any other way, any sums of money to anybody connected with the public service?—A. I desire to have that question explained, because I do not understand it. I have never paid any money to any public officer in any settlement of accounts in any way. I never have. I do not quite understand whether that was your direct question.

Q. From the account of E. G. Cattell, No. 2, have you disbursed or paid in any way any sums of money, directly or indirectly, to any one connected with the public service?—A. I have not, that I can recollect. Would this statement be an answer to that question: That in No. 2 nor no other account have I done such a thing as to pay money. I will state that under oath if that will cover your question whether it is in any particular account or not. I will say, under oath, that in that account or in any other account, or in any way, I have not made any such settlement or payment to any officer of the Army or Navy or anybody else.

By Mr. BURLEIGH:

Q. Or gifts?—A. Or gifts, except some trifling matters that I think I have named; nothing of moment. No settlement, no payment, no buying of a man to get him to do anything. In no account, either No. 1, 2, or any other account, have I paid out, given, or suborned a Government officer.

By the CHAIRMAN:

Q. Let me, then, go a step further. Independent of any purpose or object that you may have had in view to corrupt or suborn you have not given anything of value to any one connected with the public service?—A. If that question will cover any little thing I would not like to answer it; but I am now speaking of anything that would be calculated to produce a wrong or to suborn a man. I do not know but what there might be some little thing that I could not call up, and I want you to understand that if there is anything it is some small affair. There has been nothing of moment or of large amount. There have been some small things which have been given, perhaps, that I probably would not remember about at all, and it would have no effect upon a person or be in an amount that would have any effect upon any man.

Q. Independent of any purpose that you or any one might be supposed to have had in making a present or a loan, or giving any accommodation whatever, have you conveyed, as a matter of a friendship, any such thing?—A. Yes; and it has just come to me at this moment—I did loan $1,000.

Q. To whom was that loaned?—A. H. E. Offley. He was then chief clerk of the Navy Department. He was trying to get a situation with Jay Cooke & Co., to leave the Navy Department, and this loan, as I understand, was to help him get ready for that.

Q. As a mere act of friendship in your own opinion have you loaned or given to any one connected with the Navy or their families any sums of money or any property, jewelry, dry-goods, or anything else?—A. No, sir; not to my knowledge.

Q. Now, referring to the account of E. G. Cattell, No. 2, I find on your journal under date of June 4, 1870, "E. G. Cattell to U. S. Grant, transfer entry, $70.29."—A. That money was paid me, and, of course, charged.

Q. Have I read the entry correctly?—A. I suppose so. Mr. Grant bought some oats and the money was paid to me. I should think Mr. Warr could explain why that entry was made in that way. The oats I was sending to Mr. Robeson. He had been talking about the nice quality, and they sent to me for a hundred bushels.

Q. That Grant purchase appears to have been of date, June 4, 1870, and supplied June 17, 1871, and then settled in the manner stated on the book; that is, by a transfer entry. That is, you were charged with the sum and he was credited?—A. Yes; I frequently got money out, and I came in and said, 'That is paid, but I have used the money." I have no doubt this may be an entry of that kind. Mr. Warr ought to be able to explain how that entry is.

Q. These books purport to be the books of the firm of A. G. Cattell & Co., do they not?—A. Yes, sir.

Q. There is then an account opened against Elijah G. Cattell?—A. Yes, sir.

Q. That would properly be your individual account, would it not?—A. I cannot answer that question. My book-keeper, to keep his moneys and things straight, would have the privilege of opening any and all accounts that he saw proper on the books, unless I suggested to him something, which I did not often do, because, not being a book-keeper or accountant, I left it to him.

Q. Did you never suggest to him the opening of the account of E. G. Cattell, No. 2?—A. Well, sir, I might have done so, but I do not remember it.

Q. For what purpose, if you did do so, was it done?—A. I could have had no special purpose except that it would probably make the account plainer and easier.

Q. I ask you as a matter of fact, and after your attention has been called to the entries on the cash-book, if the money that you derived as your commission or interest in your Navy contracts or Navy business, did not enter into the account of E. G. Cattell, No. 2?—A. That I do not know.

Q. Have you not in substance said so already?—A. If I have, I have said what I do not fully understand. I do not know. I could not say. My book-keeper, if he was here, could explain whether it is or not so. I cannot tell you that.

Q. When you received checks from Mr. Matthews, for instance, to the credit of what account did the various sums of money pass?—A. The sums of money all ought to pass to my own individual credit; every dollar that came to me ought to pass to my own individual credit.

Q. Ought they to have passed to the credit of E. G. Cattell, No. 1, or E. G. Cattell, No. 2?—A. That I cannot tell you.

Q. Did you give any instructions to your book-keeper to retain these amounts and not enter them upon your books?—A. Certainly. It has been our practice for a great many years, and I do not think it a good one and stated to my folks so, to carry memoranda in our drawer and not enter them on the books—too many of them. It has annoyed me a good deal, and yet I have slipped imperceptibly into carrying these memoranda and carrying this cash, and then at times making proper entries of them.

Q. State how you carried these Matthews receipts. Did you pass them to your credit or to the credit of your firm, or did you make memoranda of them and keep them in your cash-drawer?—A. If they needed something, my instructions were that if I was from home and any checks of that kind were received to use them and give me credit for them. If I was about and did not want to make any deposit myself, I would hand them to either one of the young men, generally the book-keeper, and tell him to take that and give me credit for it on the books and use it.

Q. If he did that at the time that you passed the checks to him how is it that this large sum of money has accumulated and is made in lumping entries?—A. Because that was kept on memoranda.

Q. Then it was not passed on the books?—A. It was passed to my credit. I did not know whether he was keeping it on a memorandum at the time.

Q. Did you not instruct him to keep memoranda?—A. I do not remember whether I did or not. I never conceived that it would make any difference to anybody whether it was on my book, or whether it was on a memorandum, and I do not know now whether I instructed him or not.

Q. Under whose instructions did you deposit to the credit of G. M. Robeson, in the Camden State Bank?—A. Under his instructions.

Q. From what quarter did those deposits come?—A. Money from him.

Q. Did you not deposit in advance of money from him?—A. I may have done so; but whatever deposits and whatever transactions have occurred, are entered regularly on the books. I may have some letter requesting me to do that thing for him. There was some money transactions that he was very short in, and I may have helped him in that particular; but whatever has been done in my department has gone regularly through the books, and to undertake to explain that I could not.

Q. Calling your recollection back to the statement which you have made, as I understand you, you have never loaned to Mr. Robeson any money?—A. Yes, sir; that is my recollection, excepting what is entered regularly upon my books. You will understand me, that whatever has been done, nothing has ever been done that has not been regularly entered, and you will find that on the books. Whatever is there, is correct, as I believe, To undertake to explain and keep in my mind a thing that I am not familiar with, I cannot do. My young man has been with me many years, and I believe his figures are right, and his accounts are right.

Q. Turning to Mr. Robeson's account, page 124 of your ledger, the first entry I find there is, "Bills payable, $10,000;" what explanation have you as to that?—A. Borrowed on loan account.

Q. Next following in date I find that transaction apparently renewed?—A. Yes, sir.

Q. The next in date, October 15, 1869, on the credit side of Mr. Robeson's account appears $5,881.25; that is closed in the year 1869, Mr. Robeson apparently having drawn out the money. Now, commencing March 12, there is $500.—A. The book-keeper will have to explain that account.

Q. Look at that further: During the year 1870, down to the statement as it appears on this page on your letter-account, Mr. Robeson appears to have received from you $7,352.38, the credit side of his account being March 14, 1870, $1,091.25: that is carried then to folio 126?—A. It was all closed up.

Q. When?—A. October 13, 1871, as it states on the book.

Q. That large amount of money you were carrying for him until it was so closed up?—A. I will get my book-keeper to explain that. I know I borrowed and exchanged notes with him and different transactions of that kind, but that part of it I do not recollect about.

Q. Calling your attention to that account, see if you did not, at periodic and stated times

deposit to his credit in the State Bank, at Camden, about the same amount of money?—A. I did. I had in my hands at the time in my safe some bonds to re-imburse me as I needed it. They were laying in my safe, or at least my young man had them there, and either he or myself went out and sold them as we needed it.

Q. That being your answer, I ask you if your books show during the years 1870 and 1871 the sale of but two bonds, one being a sale in which the sum of $1,091.25 was realized and the other a sale in which the sum of $1,678.87 was realized?—A. I do not know whether that entry would be a sale of bonds or whether it would be money; whether I would hand it to Mr. Warr as so much money, or whether it would be entered as a sale of bonds. It might occur one way or it might occur the other.

Q. Did Mr. Robeson have bonds on deposit with you?—A. Yes, sir.

Q. To what extent?—A. Never more than $4,000 or $5,000, I think, at any one time.

Q. For what purpose did he have them on deposit with you?—A. It was in view of the Camden Bank—to pay his check on the Camden Bank and bills that he would buy that I would pay for him. Those matters all are charged on the books; Bodine's and Caffrey's bills.

Q. If you had the bonds in your own hands, and were authorized to sell them, what was the necessity for you checking on the Camden Bank?—A. I did not check on the Camden Bank. I have no account in that bank.

Q. I ask you then why it was that you made a deposit in the bank at Camden?—A. By request of Mr. Robeson that he had checked on the bank and his account was overdrawn, or that he needed money in the bank.

Q. Does it not appear on the face of Mr. Robeson's account that you carried a large balance for him over a year?—A. Not a large balance. There is a few thousand dollars.

Q. Upon which no interest is charged, is there?—A. I think not. The amounts that are carried for over a year do not amount to over $7,000.

By Mr. BURLEIGH:

Q. I understood you to say that A. G. Cattell & Co., the old firm, and A. G. Cattell & Co., the new firm, Aleck G. Cattell and E. G. Cattell, had separate bank-accounts?—A. Yes, sir.

Q. Who keeps those accounts?—A. Mr. Warr, I suppose.

Q. Does he keep the account for all four?—A. I do not think he keeps A. G.'s account.

Q. He keeps E. G. Cattell's bank-account?—A. Yes, sir.

Q. Does he keep that separate from the firm of E. G. Cattell & Co.?—A. Yes, I believe so. I keep nothing but a simple bank-book, and it lays there in my office and they know what money I draw out. It is settled up very often.

Q. You said that you had other business outside of the firm, and among other things that you had dealt largely with the Navy?—A. Yes, sir.

Q. Where does it show on your books that you have had large transactions with the Navy?—A. It does not show. Our firm has not had large transactions that have gone regularly through the books. What transactions have been made with the Navy have been on my own individual account.

Q. Did you have large transactions with the Navy, individually, without any books showing those transactions?—A. Yes, sir; certainly.

Q. Where is the credit of the money received from Matthews, and other accounts?—A. I could not in any way separate it.

Q. Does that money appear on your book as received directly from Matthews, or any one else?—A. No, sir; not always. I am not clear how that has been entered.

Q. You have charged $3,000 for political expenses?—A. Yes, sir.

Q. You collected that money, did you?—A. Yes, sir; a part of it.

Q. Should not your books show of whom and what part you collected?—A. No, sir; it would not show at all. I would hand them so much money.

Q. How could your book-keeper keep his books and make his cash-account come square?—A. I expect by a memorandum. He will have to answer that question. I suppose it would be through a memorandum which would keep his cash straight.

Q. Did he keep that memorandum by your order?—A. I cannot say as to that. I do not say that he did not nor do I say that he did.

Q. You have said that you were not a book-keeper?—A. I have.

Q. Did you not keep a private memorandum, the balance of which was $180,000, and have that credited to you on the books?—A. No, sir; I have said that I had no books at all.

Q. And you did not keep that memorandum?—A. Not at all. I know nothing of how the memorandum was kept, to my memory. I had no book. Mr. Warr kept that memorandum himself entirely.

Q. You have stated that you yourself were the old firm of A. G. Cattell & Co.—A. Yes, sir; virtually.

Q. State your reasons for not entering on the books the money received from these commissions, to the amount of $180,000.—A. That was a private matter. I had two children, and I wanted to confine their attention and their energies to the business that I brought them up in, and which I desire *them to follow* all their lives. I did not want them to be-

Q. Did you have any interest, or do you know whether your brother had any interest, in that claim?—A. He did not to my knowledge.

Q. Or in the claim for the Governor?—A. Not the slightest, to my knowledge

Q. At what time, if ever, was Paymaster-General Bradford located at Philadelphia?—A. I do not understand that question exactly.

Q. Was J. Q. Bradford, paymaster in the United States Navy, ever at any time stationed at this point?—A. I think not. I do not remember now that he was.

Q. At what time was he on duty at the city of Washington? I mean when he was appointed chief of the bureau?—A. About three years ago, I think. I could not give you the date.

Q. What have been your relations with him?—A. Intimate.

Q. Confidential?—A. Yes, I might say confidential. I am intimate with him. He is an old friend of mine. He visits my house. He has known me for a great many years.

Q. Is it not a fact that you procured Mr. Bradford to mention your name to Mr. Matthews in the city of New York?—A. No, sir; I never suggested it to him. It struck me like a clap of thunder. I never even suggested it.

Q. You had told Mr. Bradford that you were going to the city of New York?—A. No, sir.

Q. How did he know that you were going to the city of New York?—A. Mr. Matthews sent for me to go and see him.

Q. Did you contemplate going to New York and opening there?—A. Certainly, I meant to do business wherever I could do any.

Q. Did you communicate that fact to Mr. Bradford?—A. Yes, sir; and I think before I entered in with Mr. Matthews I put in a bid for some slate, and I was the lowest bidder, and furnished the slate to the Brooklyn navy-yard. I think I put in a bid for butter, and was the lowest bidder, and got the contract.

Q. You are distinct in your recollection that the first interview between Mr. Matthews and yourself was brought about by Mr. Matthews's instigation, and not yours? You had no agency in bringing it about?—A. I cannot say that.

Q. What do you say as to that?—A. I had mentioned my going into business. Mr. Bradford knew that I was going to do this business, and something may have passed between us on that point that I cannot recollect.

Q. You are a large borrower of money from Mr. Bradford, are you not?—A. Yes, sir.

Q. How long have you been such?—A. My books will show it, I presume. He was credited with the money when it came, and the interest is paid him regularly.

Q. Has any part of that money been borrowed from him since he has been in Europe?—A. No, sir.

Q. Where was he on duty when you borrowed it from him?—A. I cannot tell you. If you get the date of the loan from the books, it might be located. I cannot remember that date.

Q. The first entry is September 7, 1871, $10,000. The next appears to be of date October 17, 1871, $5,000. The next is dated January 13, 1872, $1,667. The next is dated July 1, 1872, $2,333. The next is July 3, 1872, $1,000; making $20,000. He was then in the city of New York, was he not?—A. I think he was; yes, sir.

Q. Was that money actually loaned and passed to your credit?—A. It was actually loaned and passed to my credit.

Q. Was not that a part of the money derived from the Matthews arrangement?—A. Not at all. It never had a cent of connection with it. There was not a dollar of money paid or arrangement made with Mr. Bradford; not the slightest.

Q. You knew Mr. Bradford well?—A. Yes, sir.

Q. From what sources did he derive his income outside of his salary?—A. That I do not know.

Q. Did he have any separate estate or property? Can you furnish any explanation of the fact that he was loaning you that amount of money within that period of time from his salary? Can you reconcile it with his salary?—A. I cannot say where he got the money. He loaned it to me because I needed some money.

Q. Did you ever loan to any one connected with the naval service any sums of money?—A. No, sir.

Q. Have you not loaned to Mr. Russell, the paymaster at this place?—A. No, sir; I think not.

Q. Has not your firm loaned?—A. That I do not know. I cannot tell you. If there is any loan it must be registered on the books. We have loans and have due-bills probably of a good many friends who come in and are accommodated with small sums of money. It is a natural and common thing with merchants, and particularly with us. A good deal of that we never get back again.

Q. Who are the bondsmen of Mr. Russell?—A. I do not know that.

Q. Upon whose recommendation was he selected as paymaster at this place?—A. I do not know that.

Q. Upon whose recommendation was he continued here at this point after having been relieved?—A. I do not know that.

Q. Did you or your brother recommend or join in a recommendation for that purpose?—A. I can only speak for myself. I never recommended Mr. Russell. I cannot speak as to my brother. I like Mr. Russell as a correct, straightforward man, and always did ever since I have known him.

Q. Are you not a creditor of his?—A. Not that I know of.

Q. I mean is he indebted to you upon any account whatever?—A. If he is it is on the books. There is nothing else. If there is anything on the books it is correct.

Q. Have you no due-bill or memorandum of indebtedness from him?—A. No, sir.

Q. Has he bought any real estate from you or from the companies of which you are a member?—A. No, sir, never.

Q. Have you loaned any money to the Secretary of the Navy?—A. Nothing but what will appear on our books that I can now recollect. During the crisis, at the time of the failure of Jay Cooke & Co., we were pretty well extended. It was pretty sharp work. Several times I taxed some of my friends pretty hard, and among them I think Mr. Secretary Robeson in one or two instances borrowed some money and gave me the party's check to use in case of necessity, and I did use it, but returned it. That probably may have gone regularly on my books and it may not. But our transactions shown on our books are that there has been some money notes and transactions between the Secretary and ourselves. It is impossible for me to pick them out in amount and date, but I refer to the account. The transactions are there on record.

Q. The books we have seen here show only that Robeson has from time to time loaned his notes.—A. Yes, sir.

Q. Does that correctly represent if such is the showing of your books, your debit and credit relations with him?—A. It shows all my relations with Mr. Robeson to my knowledge.

Q. What is the reason of a despatch from you:

"WASHINGTON CITY, *October* 4, 1873.

"To Hon. GEO. M. ROBESON,

"*Care Paymaster Cutter*, 29 *Broadway*, *New York:*

"Arrange matters with Cooke. Must make change in paper. Leave for home six to-day."

A. That thing is not clear in my mind. In the purchase of the real estate between my brother and the Secretary at Washington, they borrowed money of Jay Cooke & Co. My brother was in Europe and I was to look after the paper. At the time of the failure and the crisis, or before that, this paper or note that was to be paid and taken care of here was sent to Washington. That note, I think, was $8,000, if my recollection is right. I was a little short of money, and I took two notes, signed Irvin Maguire to the order of Alexander G. Cattell & Co. I went down and tried to get the note renewed. I found I could not do that. I got Mr. Stanton to discount those two Maguire notes and give me the money, and with the balance I renewed the note. That, I think, is the nearest explanation I can make of that transtion.

Q That was an $8,000 note?—A. I think it was $8,000.

Q. And it was given for and on account of a purchase of certain lots in the city of Washington?—A. Yes, sir; those lots that Mr. Robeson and my brother owned on joint account. The deeds are in my brother's name, but they are jointly interested.

Q. You took up that note, and you were to do it according to the arrangement you had, by substituting the notes of Irvin Maguire with the indorsement of A. G. Cattell & Co.?—A. Yes, sir.

Q. What has become of these notes of Mag uire? Have they been paid?—A. They were paid by money handed to me to pay them when they matured.

Q. By whom handed to you?—A. By my brother.

Q. Is there any entry upon your books that will show that transaction?—A. I do not know whether there is or not. I am not sure of that.

Q. If it was, it would appear about the date of this telegram, would it?—A. I think so.

Q. If it does not appear at or about that date you would say that the transaction is not upon your books?—A. I cannot recollect about that telegram.

Q. If it was not entered upon your books where would it be entered?—A. There would be no entry of it on any of my books, particularly if it pertained to a matter of my brother's.

Q. What are your relations with Paymaster-General Watmough?—A. Pleasant, friendly.

Q. Intimate?—A. I do not know that I can say intimate. I have known him for a great many years. He is one of our own people.

Q. From this city?—A. Yes, sir.

Q. State if you joined in the recommendation made for his appointment or designation to the place that he now holds?—A. No, sir.

Q. Were you advised that he would be assigned prior to the time that he was so assigned?—A. No, sir.

Q. Had you any interest with your brother in his business in Europe?—A. No, sir.

Q. I will now call your attention for a short time to your books. I find upon your ledger two accounts opened, one against E. G. Cattell and the other against E. G. Cattell, No. 2.

Q. Would it not be a very strange circumstance for any merchant doing business in two years to the extent of $180,000, and making that entry on his general books in one sum, to destroy the original entries?—A. I can answer that question, but it would look rather against us and against me.

Q. Can it help looking so until you bring the book forward?—A. Certainly it can.

Q. Will you bring that book to us?—A. There is no book, and there never was a book.

Q. Will you bring that memorandum?—A. I know nothing about that. I never have seen it, to my recollection.

Q. Was not the money which you received from Matthews and other people from whom you received commissions for doing business for the Navy entered on this memorandum?—A. It was put down as cash, and nothing else. $1,000 or $2,000, or six, or five, was put down, as I would get it.

Q. As you would pay it out you would put it down?—A. No, sir. I would hand it to my book-keeper, and the credit is on the book of all the money I have ever received for that and everything else.

By Mr. JONES:

Q. Are you not considered as a first-class merchant in this city in the mercantile business?—A. I should dislike that to go on paper.

Q. But are you not considered as one of the able merchants of this city in regard to your business and the manner and mode of your doing it?—A. I have the credit of accomplishing more in business matters than most men of my age. For twenty-seven or twenty-eight years I have been a successful merchant in Philadelphia.

Q. Did you not state before this committee that about 1870 or 1871 you were not satisfied that you were making what money you ought to make in your business, and you thought you would commence outside in other operations?—A. Yes, sir; I said that.

Q. You did so?—A. Yes, sir.

Q. You made this connection with parties here furnishing goods of different kinds to the Government?—A. Yes, sir.

Q. In this connection they were to pay you a certain percentage upon the amount of gross receipts that the Government paid to each?—A. Perhaps I have made a little error there in saying gross receipts. I think it was on profits.

Q. I think you stated gross receipts, some five per cent. and some ten per cent. You spoke of some felting or roofing company?—A. Well, there was a wide difference, and it might have been a small mistake also. It was 5 per cent. on the profits and not 5 per cent. on the gross amount.

Q. From these parties?—A. Yes, sir.

Q. That was the understanding which you had with parties who furnished materials to the Government of different classes?—A. Yes, sir; I believe that was it.

Q. I understood you to say that you never had kept any books, or made any entries upon your books, except what you carried in your pocket as a memorandum?—A. Yes, sir.

Q. Was this account that your clerk, Mr. Warr, kept, on a slip of paper in the drawer or in a pass-book such as a man would carry in his pocket?—A. It was on slips of paper, I think, two or three pinned on as one would get full, making a little book of it. I think that is the way it was kept.

Q. It was a pass-book made by him?—A. No, sir; not a pass-book.

Q. But in the same form or shape?—A. No, sir; long-wise I think. Perhaps I could bring you one of the same kind lying in the drawer, as we keep them.

Q. According to the statement which you have made to the committee in regard to your mercantile knowledge of doing business do you not think it is very peculiar that you should receive $180,000 from these different parties, and for three years there should be no entries made on the books of the concern, which you owned wholly yourself, the parties who were connected with you being only clerks on salary? Providing that the fact of its running for three years should appear in the city of Philadelphia, what would be the opinion of your knowledge of how to do business?—A. I should think that in a transaction of that kind in a general business it would not look mercantile, but in a business of my own it was my right to either keep or not keep any account at all. A great many people in outside operations do not keep any account.

Q. All other business, with the exception of this, which you have ever done, has been entered regularly on a set of books?—A. O, no; if I would make a transaction or a sale of a piece of real estate, or purchase and sell some stocks, or give my wife or daughter or son some money, it would probably not come into the concern at all; or I might hand Mr. Warr so much money and tell him to give me credit for it, and there would be no entry made of it.

Q. Is that the way you have disbursed the money made on these different operations on which you claim to have received 5 per cent. of it profits?—A. No, sir; it has all gone on my books; that is, everything I have received from the Navy, most of it has gone on books.

Q. What books?—A. They have been credited on our books there; that makes the amount.

Q. Have you ever invested, for any one, any of this money that has been received from

any of these parties from whom you received 5 per cent.?—A. No, sir; it is all shown in my business.

Q. Did I understand you to say that you were advised by A. G. Cattell some time ago to get out of this business?—A. No, sir.

Q. Not to furnish the Government as much as you did?—A. Not to furnish the Government as much as I did.

Q. For fear that it might injure him politically?—A. For fear that it might reflect upon him politically.

Q. What was his object in saying that it might injure him politically in the future?—A. I do not know what his object was.

Q. What inference did you draw from it?—A. That it might injure him politically.

Q. Why would your doing business with the Government injure him politically any more than if you did it with an individual?—A. I cannot answer that question.

Q. Would it be in the manner in which you kept your books?—A. No, sir; because he did not know that, and don't know it.

By the CHAIRMAN:

Q. When did you see Secretary Robeson last?—A. I saw him as I came through Washington.

Q. When was that?—A. On my way home.

Q. When was that?—A. When I got home, I went from there to New York. From New York I went to this office.

Q. You have seen him, then, within the last three or four days?—A. Yes, sir.

Q. Did you talk over your business matters with him?—A. Not a word.

Q. Was nothing said about them?—A. Not a word was said about any business matters. We talked about the investigation, and he said that it was going on.

Q. When did you see him before that time?—A. I had not seen him for a month.

Q. Had not he recently told you that you had brought discredit upon him?—A. Not to my knowledge. I have not seen him. He could not have told me.

Q. Has he not become offended with you?—A. I think he has been offended with me, and has headed me off wherever he could. I have been a good deal sore at him.

Q. How long has that soreness continued?—A. For eighteen months, I guess; that is, so far as business went I have been sore.

Q. During that period of time have you not been on most intimate relations with him and his relations?—A. Yes, with him; not with his family; still. he is opposed, and would oppose every man that he knew I was doing business with. He would throw any obstacle in their way that he could.

Q. Mr. Robeson is a man of wealth, is he not?—A. I do not know that; I don't think he is

Q. He never has been a man of wealth, has he?—A. No, sir; I think not. I don't think he has much money.

Q. Did you not, as late as the 7th day of March last, borrow from Mr. Robeson his two notes, one being for $5,120 and the other for $4,080?—A. I think I did; he would loan me his notes if I would agree to take them up. I have had a number of notes, and have had them discounted, and paid them.

Q. Did you borrow from him notes of that amount?—A. I think so; if it is on my bill-book, it is right; if they were entered there, they were handed to Mr. Warr.

Q. Is that the Philadelphia way of showing soreness between parties?—A. O, that was not that kind of soreness; if I undertook to convey that, I did not mean that it was that kind, but it was soreness that he did not want me to get business with the Navy Department.

Q. You had not been doing business in your own name with the Navy Department, had you?—A. No, sir.

Q. He did not know of your contracts and agreements with these other parties?—A. He did not to my knowledge.

Q. Then you were not doing any in your own name, and he did not know that you were doing it in the name of others. Why did he get sore?—A. He did not know how I was doing it or where I was doing it; but he knew I was doing it. I made no disguise of being everywhere, where I thought there was an opportunity. I did not disguise this thing; I was not. doing it surreptitiously; I was doing it openly, and doing it the best I could.

Q. When you say you were doing it openly, did Mr. Robeson or anybody else know of your connection with Stetson, or Noblit, or Matthews?—A. No, sir; that was not a thing that I would be likely to spread to anybody.

Q. Then where did you do anything openly: it was a very small amount, as I understand?—A. Yes, sir; the amounts were not so very large.

Q. Then I go back to the point again, if you were doing so small a business, why should the Secretary of the Navy feel any concern about it?—A. I can only answer that question by saying that probably my brother might have asked him to do so. I can only account for it in that way.

Q. Then the relations between your brother and Mr. Robeson must have been very inti-

mate?—A. They have always been intimate, and more so a great deal than myself. They were old political friends together, and I was not.

Q. Did you never ask your brother to interfere with the Secretary in your behalf in any way?—A. I have.

Q. Did he do it?—A. Not that would result in anything.

Q. Did you not tell your brother that you were interested with Matthews and these other parties?—A. I did not tell him that I was interested with them. He knew I was interested with some.

Q. Did you not tell him to use whatever influence he had for the the purpose of getting these contracts?—A. I cannot remember that, sir.

Q. Are you not too good a business-man to neglect an opportunity of that kind?—A. I do not think I would neglect an opportunity where it would help me, but I do not remember that.

Q. You said, in answer to a question propounded to you by Mr. Burleigh, that most of these parties were successful bidders?—A. Yes, sir.

Q. Do you mean the bidders at the annual lettings?—A. Many of them at the annual lettings.

Q. Give the name of one of those parties who was a successful bidder in the annual lettings to any large amount.—A. Mr. Matthews is one, I think. I am not positive.

Q. Would you not be surprised to learn that since almost the date of your connection with him he has not been a bidder at the annual lettings at all?—A. I would be surprised. I know he was at the Marine Corps, because I helped to make out the prices.

Q. In any other branch of the service?—A. I think so, but I do not know to a certainty.

Q. Have you talked with your brother about the testimony that Matthews had given before the committee?—A. No, sir; nothing but what I saw in the papers.

Q. You talked with him about that, did you not?—A. I think I made some such remark as this, that Matthews's testimony, as far as I read it, was pretty nearly right; that it was the same testimony that I would have given if I had gone before the committee.

Q. Have you talked with your brother about his testimony given before the committee?—A. No, sir; I did not even see it. They say that it was published in the Philadelphia Ledger, but I have not talked with him about it, and have not read it. I thought of getting it, but have not done so.

Q. I understood you to say, in reply to Mr. Jones, that your commission received from these parties was 5 per cent. on the profits that they made. Now, if that be the case, and you have received from Mr. Matthews since the arrangement entered into with him over the sum of $140,000, what would have been the profit made by Mr. Matthews upon his contracts with the Government? In other words, would not his profits have been in the neighborhood of $3,000,000 to have made that yield of 5 per cent.?—A. No, sir; Mr. Matthews did not make any more than I did, and in some cases he made less.

Q. I am sticking you to your answer to Mr. Jones. You said that you only got 5 per cent. on the profits. Now, sir, I want you to figure out what would have been the profits to Mr. Matthews?—A. There is where—well, I was confused—that is, I was not confused, but I was bothered, whether it was on the profits; but I was going to get 5 per cent., whether it was on the profits or the gross amount; of course Mr. Matthews did not make—sometimes he would make 10 per cent.—that was about his aim; sometimes he would not make but 8 per cent., and probably not so much as that. So that, if I have made an error there it is an error which I did not mean. My arrangement was 5 per cent. on either one or the other, whichever is right, and I am a little bothered about that. I do not think he made any more than I did out of that transaction. I think the intention was to divide the profit equally. You will see that I was mistaken, because you know the amount of business that Mr. Matthews had done.

Q. Then, in relation to your contracts or agreements with other parties, do you think that you had 5 per cent. of the profits?—A. Would Mr. Jones or Mr. Burleigh, as merchants, put me right on that point? I was to have 5 per cent.; that was the agreement.

By the CHAIRMAN:

Q. The assumption is that the party will net 10 per cent. profit on their trades with the Government and you share that. Is not that it?—A. That is what I meant to say. If they made $10, in other words, I was to have $5; if they made $15, I was to have $7.50.

Q. You were to have one-half of the net profits with all these parties for all they furnished the Government?—A. Yes, sir; that was my arrangement. I had, of course, no intention to deceive you.

By Mr. BURLEIGH:

Q. If you found out that Mr. Matthews had made 20 per cent., would you feel justified in entering suit against him for that half of 20 per cent.?—A. I do not think I would. I have endeavored to impress upon him, and every other man that I had business with, that the Navy was different from individuals; that the Government was safe; and that goods ought to be sold to the Government at a moderate mercantile profit and no more in any instance; and when you could not get that to take even less than a fair profit—to sell to them because they were good.

Q. Have you preserved the stubs of your private checks?—A. No, sir.

Q. Have you preserved the stubs of the check-books of your firm?—A. I do not know whether they are preserved or not. I do not think they are. I presume after they get old they are thrown into the waste paper or something of that kind. We have been repairing our office, or remodeling it, and I think a good many of the old matters have been cleared out of the store.

Q. Have you paid any rent to Mr. Willard, of Washington, for anybody?—A. Never, to my knowledge. I do not remember that I have paid rent or a bill of any kind.

Q. Do you remember any payment made to C. C. Willard, of Washington?—A. I do not remember anything of that kind. If there is any transaction of that kind it may appear on our books. I have no recollection of it.

Q. Have you talked with Mr. Matthews recently?—A. No, sir; I was in New York, but did not go to see him, nor do I know of any one who has seen him since I read the testimony in the case. There is one man whom I do not think I have given the name of yet, that I have done some business for, and if I think of others I will tell you. I do not think I have mentioned Mr. Swift's name. I have done business with him, but never much. I have done not over $15,000 or $20,000 worth.

By Mr. JONES:

Q. That is, you have received that from him?—A. Yes, sir.

By the CHAIRMAN:

Q. Have you ever gone for any of the parties for whom you were interested, after they have secured contracts with the Navy Department, and solicited an extension of the contract?—A. I do not know that I have. I may have done so.

Q. Do you know who compose the firm of Offley & Co., bankers at Washington?—A. No, sir; I have never seen Mr. Offley but once or twice since he left the Navy Department.

Q. Has your firm, or yourself individually, or your brother individually, any stock in any banking-house or bank in the city of Washington, or in the town of Camden, N. J.?—A. Not that I know of.

Q. Do you know whether Mr. Robeson, Secretary of the Navy, has such stock?—A. I do not.

Q. Do you know whether he is interested in any bank in the city of Philadelphia?—A. I do not. We have stock in Philadelphia.

Q. Have you ever received any fees or commissions from Geo. T. Wallace, of Norfolk?—A. I do not know him.

Q. Nor William White?—A. No, sir: I do not know him.

Q. Of A. A. McCullough, of Norfolk?—A. I do not know him.

By Mr. JONES:

Q. When you spoke of Mr. Swift, you meant Mr. Swift, of New Bedford, Mass.?—A. Yes, sir.

Q. How long a time have you been connected with him in furnishing the Government with live-oak timber?—A. I think our connection commenced five years ago, but it was not continued.

Q. How long did it continue?—A. There were one or two operations amounting to not over $20,000, and possibly not over $15,000. From $15,000 to $20,000 was all that ever transpired between us, because I could not make any arrangement or connection with him. He was too independent.

Q. He thought he was strong enough to go alone?—A. Yes, sir; I made a proposition to him at the time to go into business, and get some land down in North Carolina. Five of us owned 300,000 acres of land down there, and I thought there was some live-oak on it. I looked around the city here to see if I could not find some man to go in and furnish live-oak. I found, however, that there was none on my property, and Swift knew that better than I did, but in one or two transactions he allowed me about $15,000 or $20,000. I cannot remember exactly the amount.

Q. Did you get the commission on the amount in gross?—A. That I could not tell. There was no bargain of that kind.

Q. Have you got your own private bank-checks that you have used in the banks, or the checks of the firm of A. G. Cattell & Co.?—A. I have not.

Q. What have you done with them?—A. I have done nothing with them.

Q. What does your concern usually do with them?—A. They always destroy their checks.

Q. Are you sure of that?—A. I am not sure of it. I will look and see.

PHILADELPHIA, *April* 17, 1876.

E. G. CATTELL recalled and further examined.

By Mr. HARRIS:

Question. It has been stated that you would produce a list of the gentlemen from whom you received commissions on their contracts with the Navy Department; have you that

ist?—Answer. I have not with me, but I will state from recollection. I cannot remember the first name of the gentleman named Poste, from whom I received a commission. E. L. Alexander is another gentleman from whom I received a commission.

Q. How much did Poste pay you?—A. I cannot remember that now.

Q. What was his contract?—A. They were various contracts in beef and pork.

Q. Was it large?—A. No, sir.

Q. Give me some general estimate of how much you received, without being precise.—A. I cannot tell that.

Q. How much did you receive from Mr. Alexander?—A. Two or three thousand dollars, I think.

Q. What was his contract?—A. His contract was for more than one article, I think. The principal thing was wire rope.

By Mr. JONES:

Q. Where was Mr. Poste from?—A. New York.

Q. Were Alexander's large bills?—A. No, sir. In the case of Alexander I might have received as much as $5,000, but perhaps considerably less. Alexander is from New York. I think I have already stated my connection with and receipts from Mr. Mathews.

Q. Do you know much those receipts amounted to?—A. I could not tell you that. It was a large amount.

Mr. JONES. It is $149,000, as shown upon your books.

The WITNESS. I don't remember the amount.

Q. Who was the next party whose name you have not heretofore given?—A. J. W. Bigler, or Bigler & Company.

Q. Are they lumber-dealers?—A. Yes, sir.

Q. What was the amount of that commission?—A. That I could not tell you.

Q. It was pretty large, was it not?—A. Yes, sir.

Q. Where were they located?—A. At Newburgh, N. Y.

By Mr. HARRIS:

Q. How about the Swifts?—A. I have mentioned their case in my prior testimony.

Q. How much do you estimate your receipts at from Bigler?—A. It would be an impossibility to name the amount.

Q. Can you not give us some indefinite notion as to whether it was $20,000 or $40,000, for instance?—A. It may have gone up to $30,000. I said I thought Mr. Swift's would not exceed $25,000, but in thinking of it I believe it will amount to the sum I have named just now. It has been a number of years since our transactions began, and I cannot therefore remember accurately these various amounts.

Q. How long is it since your transactions with Mr. Swift commenced?—A. I should judge six or seven years.

Q. The Swifts, or their family, have been furnishing live-oak to the Government for these hundred years, have they not?—A. I think they have.

Q. How happened it, then, that you could be of any service to Swift in obtaining live-oak contracts?—A. The start of that was that I owned, in company with others, a large tract of land in North Carolina. It was swamp-land, and I supposed there was live-oak timber on it. It was a green swamp. I thought possibly I might find some one to embark in business with me, and I looked around town for that purpose, endeavoring to get some one to go into the live-oak business. I went round the ship-yards, but made no arrangement with parties until finally I lit upon Swift, to know whether I could not join him in some way in getting timber off my land. He told me that there was probably nothing on that land. From that interview I made an arrangement with him which was more satisfactory to me than to go into it myself.

Q. Then you gave him notice, or he got the idea in some way, that you would probably be a competitor for the live-oak contracts?—A. That certainly was it.

Q. And that forced him to silence you by paying you a commission; that is, he found it to his interest to do so. Is that about the state of affairs?—A. I cannot tell you that. That he did so was a fact.

Q. What was the commission that he agreed to pay you?—A. I don't remember that. The proposition from me was to divide with him whatever I made.

Q. Then you divided the profits with him?—A. No, sir; I don't mean to say that; that was my proposition. I think that never was carried out.

Q. You got a less share than that, did you?—A. I suppose I got a less share.

Q. Is that business with Swift closed?—A. Yes, sir.

Q. And you have really done nothing about that except to receive your share of the profits, I suppose?—A. I have helped him in his finances.

Q. Have you loaned him money?—A. I have helped him to get his bills passed and [illegible]

Q. Is not Mr. Swift a man of ample means, to carry on the business on his own account?—A. Yes, sir; I suppose so.

Q. Name all the others from whom you have received commissions?—A. As they occur to my mind, I will give the names. I don't now recollect others.

Q. You have done that kind of business with so many men, I suppose, that you [illegible]

difficult to remember their names, do you not?—A. I have stated before this committee that I have done all I could consistently and rightly. Mr. Knowlton was one of the men with whom I made some such arrangement. He was from near Philadelphia, and his business was connected with a patent saw.

Q. What did your interest in his business amount to?—A. It was not large; I could not approximate; it might have been $1,000 or $2,500.

Q. Were there any other parties with whom you were thus interested?—A. I was interested with the Noblits, and received a commission from them.

Q. How much did they contribute?—A. I have received from D. & J. Noblit $2,000, which they charged to me as a loan. That is all I have ever received from them.

Q. How much have you received from D. Noblit?—A. I cannot remember, but I said to the committee that I thought it was six or seven thousand dollars.

Q. Have you received any money from anybody else whose name occurs to you?—A. I had one small transaction with Hammett & Neal, coal-dealers.

Q. How much did you get out of them?—A. Somewhere between four and five hundred dollars.

By the CHAIRMAN:

Q. Have you had any transactions of the same kind with a man named Symington?—A. No, sir; I don't know the name.

Q. Or with Street or Stone?—A. No, sir.

Q. You mentioned Stetson's name the other day in the same connection, did you not?—A. Yes, sir; I think I have said in my testimony that I did not remember to have received any money from Stetson, but, considering it since, I believe he has paid me some money. The expectation and understanding was that I would receive a commission from him. I believe I received a small amount of money from Mr. Stetson.

Q. That was upon securing for him charter-parties?—A. No, sir; he did that himself. I found out when these things were likely to be wanted, and he managed the other part of the business pretty much himself.

Q. How did you find out?—A. By watching and getting what information I could. I was industrious every way, and made a good many acquaintances.

Q. Were you frequently at the Navy Department?—A. Yes, sir; I was around there very often.

Q. How much did you receive from Stetson, or were you to receive from him?—A. That I left entirely to him. I think it could not have exceeded $2,000, and it may not have been over $1,000. I could not state the exact amount.

Q. How about David Babcock & Company?—A. I never had a dollar's transactions with Babcock. I think, however, that I heard their name frequently mentioned. I believe they are New Yorkers.

By Mr. JONES:

Q. Is not a man named Ellesley connected with them?—A. I think I know Ellesley, although I am not sure.

By the CHAIRMAN:

Q. Have you had any commission arrangement with him?—A. No, sir.

Q. Nor with the Cumberland Coal Company?—A. No, sir.

Q. Nor with the Consolidation Coal Company?—A. Never a cent.

Q. Nor with any other coal-dealers than Hammett & Neal?—A. Never a cent in any way, shape, or form.

Q. Nor with Street and Stone?—A. Never a cent. I will readily give the name of every man whose name I can recollect, and with whom I have done business.

Q. You mentioned the other day the firm of Carl & Company?—A. I did.

Q. What was the amount received by you from Carl & Company, of Brooklyn?—A. It was not large, I think, say $1,000 or $1,200, or somewhere along there; it may have been $2,000; I don't remember the amount.

By Mr. HARRIS:

Q. Have you now mentioned the names of all with whom you have done business?—A. There are some others whose names I don't now remember; Mitchell, of New York, is one.

Q. What was his business?—A. Candles.

Q. What amount did you receive from him?—A. I received nothing from him. I bought the goods directly from him to the amount of some thousands of dollars, but the profit on them was not very large.

Q. Then Mitchell paid you no commission?—A. No, sir; Resingue & Company, of Brooklyn, probably paid me some money. I have made an arrangement with Mr. Resingue, but I never have gotten anything from him.

Q. Do they owe you?—A. Yes, sir; according to the arrangement they ought to give me some commission. It did not amount to much, perhaps $1,000 or more. I never knew what they did. I also had an *arrangement* with the Water-Proofing Company, of Philadelphia. *That I think I have already stated.* I received some three or four thousand dol-

lars from them. There was also another that I recollect at this moment: Goodwin, of New York, was the name; he was in the flour business.

Q. How large was your commission in that case?—A. It might have amounted to one, two, or three thousand dollars, maybe more and maybe less.

Q. Can you form any opinion as to how much the commissions which you have received from these several parties since 1869, have amounted to?—A. I could not approximate.

Q. Is it quite large?—A. Yes, sir.

Q. Is it less than $300,000?—A. I should think it was a good deal less than that. My books show it all.

Q. Do you mean the books which are now before this committee?—A. Yes, sir; that is, they show everything that I have received from those sources, and from every other source.

Q. Your books show a balance of $224,000 when you closed the account at one time, and you have a balance now, in the shape of memorandum of notes in your drawer, have you not, amounting to $80,000?—A. Yes, sir.

Q. That would bring you up to over $300,000?—A. That is not altogether in naval business. It comprises all my operations in the Navy, and outside; whatever I get in money to my credit is there.

Q. You say that it has all gone into the books?—A. Yes, sir; every operation that I have had, of every nature, has gone into my credit.

Q. And that is why you opened no separate accounts anywhere with these gentlemen from whom you received these commissions. You paid money into the drawer and kept a memorandum of the amount; their names do not appear anywhere on the books?—A. No, at all—they generally do not appear.

Q. I now desire to come back to my original question. To what extent did you inform the Secretary of the Navy of your system of doing business in the Navy Department?—A. I did not inform him at all.

Q. Did he not know of your arrangement with Mr. Mathews?—A. No, sir. He knew I was doing business, and may have known that I had done business with Mr. Mathews, but I never conveyed anything of the kind to him.

Q. How was it as to his knowledge of your relations with Swift or with these other people?—A. He had none.

Q. You were enabled, on account of your relations with the Secretary, to make all these people in some way or another contribute to your profits to a larger extent probably than any other man dealing with the Government during that period, were you not?—A. I do not see how, unless it would be inferential.

Q. Do you not so understand it yourself?—A. Not directly.

Q. Did or not the Secretary know you were making a large amount of money in this way?—A. No, sir.

Q. Did you conceal that fact from him?—A. I did.

Q. In any instance did you communicate the fact to him, that you were making money from these parties because of your relations to him?—A. I think not. I cannot remember any such thing.

Q. State whether in your judgment, as you understood it yourself, you were taking advantage of your personal relations with the Secretary to accomplish these things?—A. I was not.

Q. You think that the Secretary did not so understand it?—A. He did not understand it.

Q. Has he ever said anything to you about it?—A. He has in one or two instances, and probably more.

Q. State what he said.—A. It was where I had tried to make an arrangement and had failed, and have ascertained that he would not allow a party to talk to him about my doing any business with them. The party has so conveyed to me. I have found the reason that they would not allow me was because they had so hinted or said to the Secretary; he had told them that that was a thing he would not permit, that I was doing it against his knowledge, except what little business I could pick up.

Q. Who were those parties?—A. One of them was John Roach. I tried hard more than once to get to him, but he finally told me that I could not do such a thing with him.

Q. That he would not pay you anything?—A. That I could not join him in anything.

Q. Did you understand that he said the Secretary of the Navy said that he would not permit it?—A. Yes, sir.

By the CHAIRMAN:

Q. That he had talked with the Secretary of the Navy about it?—A. Yes, sir.

Q. That he had communicated your proposition to him to the Secretary of the Navy?—A. No; that I wanted to do navy business, and wanted to join with him, and the Secretary told him (Roach) that I would be a bad man to join, because he should oppose anything if he had any control of it, with which I was connected. That is the idea I want to convey.

By Mr. HARRIS:

Q. Prior to Mr. Robeson's coming into the office of the Secretary of the Navy, had you ever been in business or furnished goods for the Navy Department?—A. I do not think I had.

Q. You took it up after that?—A. Yes, sir.

Q. Had your firm done anything of that kind before?—A. No, sir.

Q. The facilities which were at your command after he had became Secretary of the Navy were such as to enable you to enter into this business, were they not?—A. I do not exactly understand that question.

Q. The fact that Mr. Robeson, your neighbor, was Secretary of the Navy enabled you to do this business which you never had done before; is not that so?—A. I supposed that my acquaintance with him would help me with outside parties in doing business.

Q. I notice on the books that Mr. Robeson has a cottage at Long Branch. In whose name is the title to that cottage?—A. I think it is in his name.

Q. Has he paid for it.—A. No; it stands charged to him on our books.

Q. Have you anything but a mere naked charge on your books?—A. Yes, sir.

Q. What have you?—A. We have as security—or rather my brother has—an interest in some property held in Washington, and the deeds are in my brother's name as against that. My brother and the Secretary bought two-twentieths of that property on a speculation at Long Branch. There were twenty gentlemen interested in it, they all being Jersey men. They expected to make out of it a cottage for themselves, and by my helping them in managing that, I might get a cottage for myself out of the profits of the speculation.

Q. How many of these gentlemen have paid for their shares in that investment?—A. I do not think I can answer that question.

Q. Are there any who have not paid except the Secretary of the Navy?—A. We had nothing to do with any other share except my brother's and that of the Secretary of the Navy.

Q. Had you not a share?—A. No, sir; my brother and the Secretary had each one twentieth.

Q. You had no interest in it?—A. No, sir.

Q. Three cottages were built on that ground?—A. No, sir; two cottages, one being my brother's, and the other the Secretary's.

Q. Had you not one?—A. I have one, but I bought my lot of the company. It is chartered company.

Q. You went ahead and out of your firm built the Secretary's cottage, amounting value to something like $13,000?—A. Yes, sir.

Q. And you think he holds the title-deeds to his cottage and the land under it?—A. Yes, sir.

Q. Explain to me how it is that he is allowed to hold that title when he has never paid a cent for it.—A. I can only answer that, by this friendship with my brother.

Q. Did not the money come out of your business?—A. It came out of my business.

Q. It came out of those profits which you were making from these gentlemen?—A. No, sir; it came out of my business.

Q. I notice that when these books commenced, in 1869, your brother had $105,000 to his credit and you had about $7,300 to your debit, and that from that time to this, your brother's capital has been withdrawn, and yours has been increased; and I understand the books show that that cottage was paid for, and must have been paid for out of the money which you were receiving from these various contracts?—A. Yes, sir; I say that.

Q. So that in point of fact you have paid for that cottage?—A. Yes, sir; and charged it to him on the books.

Q. What security do you hold for it?—A. I have no security for it.

Q. Would you say that that advance made by you was not in consideration of the fact that you were securing large profits in the navy business?—A. No, sir.

Q. Do you suppose that if you had not held that relation to the Navy Department, you would have built it?—A. I would have done it if I had had the means, most unquestionably.

Q. Passing now to the Washington property. I understand that the Secretary and your brother had some interest in real estate in Washington?—A. Yes, sir.

Q. To what extent?—A. I do not know.

Q. I understood you to intimate that you or your brother held some security for the Long Branch estate on Washington property?—A. That is the security; we have always so considered it.

Q. How much money has the Secretary paid on the Washington property?—A. That I do not know.

Q. Has he paid anything?—A. I think he has paid for one-half of it. I do not know the whole amount.

Q. Have you not paid a note of $8,000, which appears in your books on that property?—A. I may have done so.

Q. You would not undertake to say here that you could not recollect $8,000 being advanced to him; that it was a matter of so slight moment that you could not remember it?—A. I may have taken that note up.

Q. Has the Secretary, besides that amount which you paid for him, an interest there large enough to secure you for the Long Branch property?—A. He don't owe me the $8,000.

Q. Who does *owe that?—A. That was* a payment for some part of the property. *That was between the Senator and him.*

Q. I understood that the Secretary in purchasing that estate gave certain notes, and when the notes came around they were renewed from time to time until the failure of Jay Cooke & Co., when it was found convenient to take up and pay and put out of circulation a note of $8,000.—A. Yes, sir.

Q. And you paid that note?—A. I paid that note, I believe.

Q. For that payment what security have you?—A. I cannot explain that other than that my brother and he were paying for the property, and it made no difference whether I paid the note. I made a memorandum of that note, and the Senator and Mr. Robeson settled that in their paying for the land. My brother had to pay for half of the land, and Mr. Robeson had to pay for the other half, and I could not tell whether Mr. Robeson's note was advanced for my brother's portion or not, because we had been in the habit of exchanging notes and borrowing notes for discount, so that I could not tell exactly what that was for.

Q. Is it your recollection that Mr. Robeson has paid to yourself or your brother the whole amount of the Washington purchase?—A. He has paid to my brother the whole amount of half of the Washington property, his interest in it.

Q. You think, then, that he does not owe on that at all?—A. He does not owe on that at all.

Q. So that if you paid a note, that was settled between you and your brother?—A. Yes, sir; entirely.

Q. That is to say, if you paid out of your funds $8,000 on the Robeson note, if it was an accommodation note for your brother which you took up, you have settled and arranged it with him?—A. Yes, sir.

Q. Do you claim that Robeson owes you anything on that purchase?—A. No, sir; not a dollar.

Q. And his interest was only one-half, which is paid?—A. Yes, sir.

Q. In whose name does that title stand?—A. I believe it stands in my brother's name.

Q. Is it your impression that it is held in your brother's name as a sort of security for you on the Long Branch property?—A. I do not know; I suppose so.

Q. I see on the books that you paid for a pair, or rather for two pair of horses for Mr. Robeson?—A. I do not recollect two pairs.

Q. Have you received your pay for those horses?—A. Yes, sir.

Q. Do you remember the circumstance?—A. No, sir.

Q. Would you say that your books show a payment by him?—A. I suppose they do.

Q. You would say, then, that he does not owe you for money paid for horses?—A. No, sir.

Q. Are you clear about that?—A. No, sir; I am not clear, but I say I believe my books are right.

By Mr. BURLEIGH:

Q. Was it generally understood that all the parties supplying the Department were to pay you 5 per cent.?—A. No, sir.

Q. Do you say that you have not any means of finding out how much Mr. Poste gave you?—A. I have no means.

Q. I notice on one of your bank-books it says "duplicate bank-books." What does that mean?—A. I have tried to recollect. I think one of my bank-books got lost in some way. I was keeping a small account. I went down to the bank and got a new book, and then probably marked it "duplicate" for their own protection.

Q. When was this memorandum, which you have furnished to the committee lately, made up? I observe that it is a clean sheet of paper, and the writing appears on it to have been made from the same pencil and at the same time.—A. It was made the first of January, I suppose. My book-keeper made that out.

Q. When did he make out that piece of paper?—A. That was made on the first of January, when the other one was destroyed.

Q. Do you know that?—A. Yes, sir.

Q. In answer to Mr. Harris, you have said that you meant to do all the navy business that you had means to do—A. That I could do. In other words, you will understand that in business we work to do $300,000 or $500,000; that is the idea I want to convey. I did all I could; I was industrious.

Q. What were the means which you used to do that business?—A. My individual exertions.

Q. Then you did not mean by the word "means" to imply capital?—A. No, sir.

Q. You had no capital in it; is that what you mean to be understood?—A. I had some capital in it.

Q. You have said that all the receipts in money from any source that you received during this time that you were keeping the memorandum went on the memorandum. I notice that on the books of A. G. Cattell & Co., Elijah G. Cattell simply has a credit running from April 3, 1869, to December 16, 1874, of $182,594.81. Now, in the account of E. G. Cattell, No. 2, which account has been opened since November 10, 1870, the first credit being $287.95, that amount had swelled up, at various times, taken from memoranda, to the sum, on December 31, 1874, of $224,121.38. If you can find one entry in E. G. Cattell's

account, No. 2, which is credited in E. G. Cattell's account simply, please give it to me.—A. That explanation must come from my book-keeper. I have said to you that I have looked more into those books since I have been before this committee than I had in seven years. My book-keeper has been long with me, and ought to know whether the books are right or not. I say, emphatically, I believe my books to be right, to the best of my knowledge. In explanation of accounts you might get me into any kind of difficulty. I am not an accountant. There are one or two deposits that are not in my bank-book. I make perhaps a half-dozen deposits, and then send my book and have them taken off. I have received from my building association $2,100 or $2,200 since this investigation has been going on.

By the CHAIRMAN:

Q. On the books of A. G. Cattell & Co. you enter these various sums, made out in the shape of memoranda, whether entered in the name of E. G. Cattell No. 1 or No. 2?—A. Yes, sir.

Q. If that is so, why have you individual deposits when you say that all of your business, no matter of what character, enters into these items?—A. If my explanation is not correct, you will have to correct me. The old accounts were being liquidated, and as they needed money I would give it to them. and they would put it down as a credit to me.

By Mr. HARRIS:

Q. Have you a private bank-deposit account?—A. Yes, sir.

Q. Where do you get the money that you put in there?—A. From my business; navy business and other business.

Q. Do you mean from the business of A. G. Cattell & Co?—A. No, sir.

Q. Then there are some items that you do not put on the account of A. G. Cattell & Co.?—A. No, sir; I do not so understand it.

Q. If you have a private deposit, how can that private deposit go through the account of A. G. Cattell & Co.?—A. For instance, as I get money I go to my bank and deposit it. Mr. Warr says, "I need $5,000, $10,000, or $20,000," for instance. I give him a check for that money, and that is thrown on a due-bill in my drawer.

Q. That does not answer my question. You are evidently misleading us, or we are misleading you, and I do not propose to have either done. Although this transaction is a very remarkable one, we want to know the exact truth about it. As E. G. Cattell, in your own private individual capacity, you received some individual moneys and deposited them in your own name. If the firm needs some money you draw on your private account and hand it over to Mr. Warr?—A. Yes, sir.

Q. That goes into your account with the firm?—A. Yes, sir.

Q. But the rest of that money on your private account does not go into it?—A. Yes, sir.

Q. What is the object of having a private cash account if every dollar has to go into the account of the firm?—A. Upon the principle that A. G. Cattell & Co. is virtually E. G. Cattell. When my brother broke down I assumed and took charge of the whole thing. He never has received, and never was to receive any profits of the business, and it was virtually the business of E. G. Cattell.

Q. You do not help me one bit. You say that if A. G. Cattell & Co. was short of money they came to E. G. Cattell and you drew your check and gave it to them?—A. Yes, sir.

Q. E. G. Cattell has certainly got to have some private money to do that?—A. Yes, sir.

Q. Now does any of the private money which he does not draw out and hand over to A. G. Cattell & Co. enter into A. G. Cattell & Co.'s books? You are insisting that all your private funds go through A. G. Cattell & Co.'s books. Now I understand you to say only such as you give the firm goes into your books?—A. That is all.

Q. Do you give them all you have?—A. Yes, I do. You can look over my book and see what I have given them, and when I have given it.

Q. I see that perfectly well. If you give them $224,000 and enter it upon your books, I can see that, but if you keep $224,000 more, and do not put it in your books, I cannot find that out. Now is there any case where you keep money back?—A. No, sir; there is not.

Q. Can you say that when you received money from time to time, as you did in the case of Mr. Mathews, you handed it all over to Mr. Warr?—A. No: I did not say that. There are times when I would hand it over to him and tell him to take it and throw it on the private memorandum to my credit.

Q. At the times you did not hand it over to him, what did you do with it?—A. I would deposit it in my private account.

Q. Take that simple transaction now and analyze it. For instance, you have received of Mathews $40,000; your firm of A. G. Cattell & Co. have wanted $20,000, and you have given it to them and have put $20,000 more to your private account and deposited it in your own name. Now A. G. Cattell & Co. owe you $20,000 which you have loaned them, and you have $20,000 out of that $40,000 which you have received, in your own pocket?—A. Yes, sir; I should think that would be so.

Q. Then, by what legerdemain do you go to work and put the $20,000 which you keep in your private account into the account of A. G. Cattell & Co.?—A. I would not put that in at the time, but *when Warr wanted $10,000* more ——

Q. But supposing he never wanted it.—A. Then it would remain in the bank.

Q. Now, there is a certain amount of money which never goes into A. G. Cattell & Co.'s account, is there not?—A. Yes, sir; just what my balance in the bank from time to time shows.

Q. For instance, on January 1, 1875, you had a bank-allowance of $691.15 then in your ownpersonal account?—A. Yes, sir.

Q. The next day you deposited $6.164, and you went on until at the end of the month you had $32,223.15, being the total amount of deposits during the month. You had a balance of $1,420.80. Now, that money remained always your own, separate and distinct from the firm?—A. Yes, sir.

Q. And, therefore, only to the extent of checks which you drew on your private account and handed to the firm. Did your private money enter into the firm? Is not that so?—A. It all went in, because it was virtually myself, and virtually my debts that I was liquidating.

Q. I can appreciate that; being bound to pay all those debts, you were not discriminating very much, but still it is not true when you say that that bank-account is shown on the books of A. G. Cattell & Co., for such a thing is impossible.—A. It cannot be otherwise, because I have no other money. I have made no other investments.

Q. I say that bank-account of yours cannot be shown in the books of A. G. Cattell & Co. except to the extent of the checks which you have given to A. G. Cattell & Co. Is not that so?—A. Yes, sir; and that is shown by the amount that I have given A. G. Cattell & Co., which covers all that I have paid them.

Q. What is the object of your keeping a private account?—A. I cannot explain what the object was except my simple convenience.

Q. You draw your private expenses out of that private bank-account, do you not?—A. Pretty much all. There may be some little things in connection with my private expenses which have not gone through the books, but nothing of any moment.

Q. Your books show that during a certain period of time you received, in the shape of checks, which you did not extend on the cash-book at all, but kept on memoranda, $224,000.—A. Yes, sir.

Q. That has gone to your credit in the books?—A. Yes, sir.

Q. Now, there is $82,000 left in your drawer in the shape of memorandum notes. What money, besides that on your own private account, have you kept as derived from this same business?—A. Nothing, except what is in my bank now. There may be $2,000 or $3,000. I mean to convey that it is all there. My bank-account shows more than my deposits, because in "borrowed" and "loan," and in exchanging checks to make balances to the firm and to others, it is not as much as it appears on the books by $30,000 or $40,000, probably.

By Mr. BURLEIGH:

Q. Have you not stated to the committee that you had not taken money from the amount represented on the memorandum and paid it out to any person or persons?—A. Never. That was a clear credit to me. It was kept as a memorandum to credit in gross, when I should so direct the book-keeper.

Q. When you took the Secretary's notes up, where was it that you charged, and from what money did you take that amount to pay those notes?—A. I don't recollect.

Q. You did not take it from the money that was on the memorandum, and your books do not show that you have paid any such notes?—A. No, sir.

Q. Have you not some entry somewhere of that money paid to take up those notes?—A. No, sir; that has been taken up and the money has been furnished—a note of that kind or any other.

Q. You have dealt largely in accommodation notes?—A. Yes, sir; I have dealt in them. I do not know whether I can say largely or not.

Q. You have also said, by looking at the memoranda, you could not state who the money came from which was on that memorandum. You have stated that the money was on the memorandum in amounts, and stated that you could not tell where it came from. In this memorandum now before us no names are mentioned. I find an entry, "February 7, $3,000." Who did that come from?—A. That money came from all sources. It was drawn out of my bank and handed over to Mr. Warr as he wanted it. If it was $2,000 or $5,000 or $10,000, I would hand it to him, and he would give me credit on the memorandum for it at the time. As I collected I generally deposited two or three checks, if I received them the same day, or two or three amounts on the same day, to my private credit; but as money was needed I would hand it to my book-keeper, and he would throw in a memorandum credit. Then, when I felt that I wanted to close that or make the entry, I would examine the amounts, and tell him to credit me with the gross, and that was the end of it.

Q. Then, where did these sums come from that are credited to Elijah G. Cattell?—A. They may have been before I kept my bank-account.

Q. No, sir; they are during this period. Here is a large amount in 1874, contained on that account at the time you were keeping that memorandum.—A. That my book-keeper must explain.

Q. Have you not some memorandum or entry that will show the different amounts received from different persons?—A. I have not, and I never kept one.

Q. These amounts, according to your books, must have aggregated nearly $500,000.—A. No, sir; that cannot be so.

By Mr. HARRIS:

Q. You have two accounts, one of which foots up a credit from 1869 down to the last date in 1874 of $182,594.81. During the same time you are charged with $142,406.17. State whether that account represents items which have been entered in your cash-book.—A. That information you must get from the book-keeper who kept the books.

Q. State whether that does refer to any of the memorandum entered in your draw.—A. That I cannot say, but I think not.

By the CHAIRMAN:

Q. In response to the subpœna served upon you directing you to bring before this committee all of your bank-books connected with the firm of A. G. Cattell & Co. and E. G. Cattell, did you produce the books which are now before this committee in their room?—A. Yes, sir; there are some other books; bank-books. I have brought those that are now in use.

Q. I beg to call your attention to the fact that in the Mechanics' National Bank the old bank-book which you have produced here commences June 3, 1875, and it opens with an entry of a balance to your credit of $9,351.83, evidently showing that you have a bank-book with that bank of previous date.—A. We have kept an account in that bank of twenty years, I think.

Q. I desire to call your attention to the fact that you have not produced all the bank-books.—A. We have discontinued our business with that bank for six or seven years.

Q. That bank-book, however, shows that you did have one immediately preceding it.—A. If it is not here it is not withheld for the reason that I did not wish to present it to the committee if I had it.

Q. [Referring to bank-book.] Here is the account of A. G. Cattell & Co. with the Corn Exchange Bank, opening in 1876 with a balance transferred. Where are the books previous to that time?—A. They are at the office, I presume.

By Mr. JONES:

Q. You kept all these books, did you not?—A. I think so. I presume they are at the office. They would be likely to lay in the safe or in the drawer.

Q. Did you keep a private account with any other bank than the Corn Exchange Bank?—A. I think I have a private account with the State Bank of Camden, but when or how I could not tell; I could not find that book to-day. It was a trifling, small amount. I kept it to get some discounts, probably, when I wanted to offer a note. I can furnish a transcript of that from the bank, I think, and have it brought to the committee.

Q. I understood you some time ago to state that when you received money you deposited it to your credit in the bank, and then, as the necessity of the firm of A. G. Cattell & Co. demanded, you gave them a check for whatever they required?—A. Yes, sir.

Q. And that that was entered, for the time being, upon a memorandum?—A. Yes, sir; as a credit.

Q. And from time to time it in that manner passed to your credit. Now, look at your own account with the Corn Exchange Bank. Run your eyes over your checks, and see if in amounts and dates they correspond with the amounts that you transferred to A. G. Cattell & Co.—A. That is a question I cannot answer.

Q. Were the proceeds of the checks that you received from Mr. Mathews deposited to the credit of your account in bank or to the credit of A. G. Cattell & Co.?—A. I kept a private bank-account a very small portion of that time.

Q. Answer my question if you please. Were the proceeds of the checks sent to you by Mr. Mathews deposited to your credit in your private account, or deposited to the credit of A. G. Cattell & Co.?—A. While I was keeping a bank-account they were; before that they were thrown onto a memorandum.

Q. Then you kept your money either in your pocket or in your store-house?—A. Yes, sir; or I gave it at once to Mr. Wall and he gave me credit on the memorandum.

Q. Do you mean to say that they were deposited to your private account, or that they were paid into the store?—A. Yes, sir.

Q. And they were then deposited by the book-keeper to the credit of A. G. Cattell & Co.?—A. They were credited to me and then deposited as their necessities required.

Q. Before I put the test to you I desire every bank-book that you, or the firm of A. G. Cattell & Co., may have had since the year 1871, or from the date of your arrangement with Mr. Mathews to the present time.—A. I will produce everything which I have.

Q. Have you no other memorandum-books but these which have been produced before the committee?—A. I have not.

Q. Have the payments that you have made for or on account of Mr. Robeson, whether in the purchase of horses or in the payment of bills or debts for him, been entered at any time since the year 1871 upon your books to his debit or credit?—A. I suppose there are some entries on that account.

Q. Suppose your books fail to show that since 1871, how do you account for that fact?—A. I can account for it from the fact that I kept it on a memorandum, and that he settled for things of that kind, as he had settled for bills that I said I had paid. He would either give me the money to pay or I would name to him the amount and he would give it to me.

Q. Would he give you a check for it?—A. A check or money.

Q. Did he ever give you a check in his life?—A. I do not remember that. I do not know whether he kept any bank-account.

Q. Have you held his check since he has been Secretary of the Navy?—A. I think my books will show whether there has been some checks, but I am not sure.

Q. Upon what banks would he give you checks?—A. The Camden Bank, if any, I suppose. One thing has just occurred to me; he loaned me some money once or twice, and I think he gave me checks on Drexel, Morgan & Co. I borrowed money a number of times from Mr. Robeson, and I have loaned him money a number of times, but I do not remember about his own checks.

Q. Who is interested with your brother, the Senator, in the purchase of a lot or tract of land in the city of Washington, owned in conjunction with Mr. Flannagan and others?—A. I do not know; the plat has been in my store, and I have seen it, but the nature of that purchase I do not know.

Q. Is Mr. Robeson interested with him?—A. I think not; I do not know that he is.

Q. Is Mr. Robeson interested in any other affair with your brother, the Senator, except the land in the city of Washington, and this Long Branch property?—A. Nothing that I know of, and if there had been anything else I would have been likely to have known something about it.

Q. Did you ever contribute toward the purchase of a set of diamonds for Mrs. Aulick?—A. No, sir; I do not know anything about that.

Q. Or any present of jewelry to her?—A. No, sir; I should have known something about it, I think, if it had been done.

Q. What do you do with the checks on your banks which have been returned to you canceled?—A. I have generally destroyed my checks.

Q. Have you none of those?—A. I have none except it may be on the last settlement of our books. I generally destroyed them. They rather requested us to destroy our checks, I think.

Q. I understood you to say that this memorandum which you produced here was the only memorandum that your book-keeper has of the indebtedness of the firm to E. G. Cattell not already shown by the books?—A. I believe so, to the best of my knowledge.

Q. And you say that that was made out the 1st of January, 1876?—A. Yes, sir.

Q. It would show on the 1st of January, 1876, how much?—A. I do not remember.

Q. The payments which have been made by you since would be entered on this memorandum instead of on the books?—A. Yes, sir.

Q. Suppose that you yourself desired to draw from bank, say $5,000, would that be credited on the books, or would it be credited upon this memorandum?—A. I do not understand your question.

Q. If you wanted to draw $5,000 or any other sum of money from the firm to-day, would you draw your check on the bank-account of A. G. Cattell & Co.?—A. Yes, sir.

Q. Would an entry of that be made by your book-keeper upon your books or upon this memorandum?—A. It would be charged to me direct on the books.

Q. And it is only the debit items that appear on the memorandum?—A. Only the amounts due me. It could not be anything else.

Q. Could not you draw from that private account a check of $3,000 payable to anybody but A. G. Cattell & Co.? Have you not sometimes drawn money from that account to pay other bills and other expenses?—A. I may have done so.

Q. So that, in point of fact, everything that appears there does not necessarily go to the credit of the firm?—A. O, no.

By Mr. JONES:

Q. How did you find out the parties who were dealing with the Government before you commenced your arrangement with these persons whom you have named?—A. Beginning with Mr. Mathews, who was about the first one, I learned that he had been a very successful contractor for many years.

Q. But how did you find out about the parties dealing with the Government in the first place?—A. I cannot remember that now. Of course I was looking around constantly for such business.

Q. To see who was furnishing the Government?—A. Yes, sir.

Q. Is there any charge on your books for the $8,000 for the note which you paid to the receivers of Jay Cooke & Co. with which to pay a note for the Secretary?—A. That I cannot tell.

Q. That note was to pay for that land? It was the note of the Secretary of the Navy?—A. Yes, sir. I do not know whether that was a loaned note for the purpose of paying a part of my brother's interest. They each of them paid half, but we borrowed his paper whenever we wanted it.

Q. It appears that this note of $8,000 was carried with Jay Cooke and Co. for a long time and then you paid it?—A. Yes, sir; but, as I say, I cannot tell whether it appears on the books or not.

Q. You have not any note from Mr. Robeson or any recollection of his paying it to you?—A. If it does not appear on my books he has paid it to me.

Q. You have stated heretofore that you think he paid that to your brother?—A. I understand that it has been paid. I do not know whether it has been paid to my brother or myself; that is, if it does not appear on the books it has been paid.

Q. It looks a little strange that you should pay a note of $8,000 without making an entry upon your books, either for Mr. Robeson or for anybody else, does it not?—A. It would be strange if I was to carry that in my head, but I carry it on memorandum until the matter is settled.

Q. Do you carry $8,000 temporarily on a memorandum when you pay a note?—A. I think I do.

Q. Why do you keep a bill-book of bills receivable and payable, if you only enter a part of your notes upon it?—A. I say, unhesitatingly, because I wanted to keep my Navy business outside of my regular business.

Q. I do not see that you have been lending any of these parties in the Navy Department any money; you have only been receiving money; I ask you if you borrowed or exchanged notes from any one which you did not enter on your note-book?—A. Yes, sir; several. I borrowed from Bigler; I borrowed a number from him.

Q. He is on your note-book now, is he not?—A. Yes, sir; but there are notes which are not on there.

Q. What is the reason that you did not put all your notes on your books?—A. I did not care for even my brother or my children to know that I was borrowing or exchanging some of these notes in that way; I wanted to keep that to myself.

By Mr. BURLEIGH:

Q. Would not the books show that you had such transactions to a very large amount?—A. Yes, sir; they showed enough. I did not want the whole extent known to them.

By Mr. JONES:

Q. If you could not make an arrangement with parties who dealt with the Government, did you not use your influence to prevent their getting any contracts for large amounts until you could make such arrangement with them?—A. Never.

Q. Are you sure of that?—A. I do not remember anything of the kind.

Q. Did you never have any understanding with the heads of the different departments to the effect that you proposed to furnish such materials as they might want, and that such other parties were then furnishing them; and that you did not wish contracts given out until you could make arrangements with these parties?—A. I do not remember such.

By Mr. BURLEIGH:

Q. Did you ever direct any of the departments who to make contracts with?—A. Never, to my recollection; no.

By Mr. HARRIS:

Q Have you solicited the Secretary personally to award contracts to persons from whom you were receiving commissions?—A. Never.

Q. How have you been able to get all those contracts?—A. Well, I have been keeping on the right side of the officers of the bureau wherever I could.

By Mr. BURLEIGH:

Q. Did you give them any horses, or contribute any money to buy horses for them?—A. I have never given any horses, and never contributed any money to any living soul connected with the Government.

Q. Did you never pay any of their families' bills?—A. Not to my knowledge.

By Mr. JONES:

Q. Did I understand you to say that you had not any of your old checks, or stubs of checks?—A. I think not. I cannot find any, and there is the unfortunate part of it. We have just removed our office, and the paper-boys came around and a great many of our things were carried off; nothing, of course, that was of use to us was allowed to be carried away; but we made a general clearing out.

By Mr. BURLEIGH:

Q. How long since was that?—A. Not quite a year ago, I think.

By Mr. JONES:

Q. Have you more of your checks, or stubs of checks, of your own private account?—A. No, sir; I did not keep any check-book. I would go to the bank and keep the run in my head, and never drew my account quite down. I go in the bank as I pass, and ask them how much money I have there, and the book-keeper or the cashier always tells me.

Q. Who is the treasurer of the Long Branch property in which you now own a cottage with your brother?—A. I do not recollect at present; Daniel Dodd is one gentleman connected therewith. A. Q. Caseby owns one-twentieth. We have a regularly incorporated concern, with officers.

By Mr. HARRIS:

Q. Is it still expected that the profit of that thing is going to be sufficient to build those cottages?—A. Yes, sir; and a good deal more. I do not suppose that my brother would like to sell out for $10,000 for the profit. I think it is a wonderfully good speculation.

Q. Then you anticipate that Robeson is going to get his place paid for without paying in a dollar?—A. I have no doubt about that. I think the twenty gentlemen all believe that they are going to make a very good thing out of that arrangement. They have sold a great many lots. It is a regularly incorporated company, with a clerk and books, and everything of that kind, so that all the transactions can be readily ascertained.

By Mr. JONES:

Q. On the first of January, 1876, I notice that $81,800 appears to your credit on the memorandum in the drawer?—A. Yes, sir.

Q. I observe on January 13 $1,000 was received, and on February 7 $3,000 was received. Is that all the money that you have received since the 1st of January from these parties who have been dealing with the Government and who pay you a percentage?—A. Yes, sir; except what is on my balance in the bank.

Q. You placed a part of your receipts on the memorandum and a part of them in the bank?—A. Since I have kept an account I have put nothing on the memorandum except I gave it to him as his necessities required.

Q. Did that $1,000 of January 13 and $3,000 of February 7 come from money from these resources, or was that your check which you gave to the firm of A. G. Cattell & Co.? Was that money received from these parties with whom you were doing business?—A. Part of it is and probably all. The whole may have been received from them, but it was put into my bank, and when Warr asked for $1,000 I have given him $1,000.

Q. Have you made a memorandum of that, or have you the credit on your books?—A. The credit there is all. For instance, I would have $2,000 in my private deposit; Mr. Warr would tell me that he wanted $1,000 and I would give him a check for that amount and that check would go on the memorandum; then if he would ask me for $3,000 I would give him a check for $3,000, and he would credit me with $3,000 on the memorandum.

PHILADELPHIA, *April* 11, 1876.

J. P. WARR sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of A. G. Cattell & Co.?—Answer. Yes, sir.

Q. When did you become a member of such firm?—A. Four years the 1st of April.

Q. What has been the business of that firm during that period of time?—A. Grain and flour commission business.

Q. Has it had any connection with naval supplies furnished to the Navy?—A. We furnished small lots of flour and feed to the navy-yards.

Q. Is that all?—A. That is all.

Q. You furnished no clothing?—A. No, sir.

Q. No provisions or wet goods?—A. No, sir.

Q. Have you been interested with anybody else in furnishing such supplies?—A. Not that I know of.

Q. The firm has been in receipt of no moneys from any other party or parties in connection with naval supplies?—A. No, sir.

Q. Have you been the book-keeper of the firm?—A. Yes, sir.

Q. Do you keep an account of all the money that comes into the firm?—A. Yes, sir.

Q. And its disbursement?—A. Yes, sir.

Q. During that period of time have you received any money from J. Bigler & Co.?—A. No, sir.

Q. Have you received any money from Gaskell & Son?—A. No, sir.

Q. Have you received any money from Wm. Mathews, of New York City?—A. Now, about Gaskell: when you ask if I received any money, we have borrowed from and loaned money to him. He is a friend of ours and we sometimes borrowed money and returned it and he sometimes borrowed money from us and returned it, the same as all business houses do. Of course I do not suppose you mean that in your question.

Q. You have received from them no money except on account of the loans?—A. Excepting in the shape of accommodation loans; accommodation between two business houses.

Q. Are you able to state what has been the extent of your sales to the Government in any

er during the period of time covered by the years 1872, 1873, 1874, and 1875?
iem here from the first of January, 1875, to the present time. These are our
books. [Referring to books.] Previous to that I would have to look back.
of January, 1875, I can show by these books every dollar's worth that were

now make a rough estimate of the amount of your annual sales to the Gov-
As near as I can place it it would not exceed $5,000 a year. I think [refer-
$3,123.60 is the amount from the first of January, 1875, up to the present
s one small bill not yet posted in this book, which was furnished the other day,
l not alter it over $50.
n keep a bank-account with two banks, one being the Corn Exchange and
Mechanics' National Bank, do they not?—A. Yes, sir.
: been so for a number of years past?—A. Yes, sir; we have had the Corn
ount ever since it was instituted. Mr. A. G. Cattell was one of the organizers
We have also had the Mechanics' Bank account running for a good many

both bank-accounts and state whether these deposits are made in the bank
e grain business.—A. Yes, sir.
eposits made from any other source or quarter?—A. No, sir; these are all our
, except that there has been and probably is borrowed money through these
carrying large quantities of grain it requires, sometimes, a very heavy capi-
cessity we are in the habit of borrowing at times when we are doing a heavy
e then borrow funds from our friends; for instance, that is a loan, [referring
Corn Exchange Bank, on April 8, of $10,000.] We were loading stuff on
Harmonia, and we have 20,000 bushels of wheat sold, and 1,700 barrels of
se drafts were coming in to us, and of necessity we must borrow money to
That is one of these loans. There are, of course, other loans in those deposits
ot analyze at present for you.
understand that these bank-books show simply the proceeds of the sales of
r and such sums of money as you may have borrowed or loaned in connection
ness?—A. Yes, sir; these deposits represent that.
lexander G. Cattell, senior, or Mr. E. G. Cattell had any private funds, or out-
ns, their deposits in the bank would not appear in these books?—A. No, sir;
. Cattell & Co.'s books.
know, as a matter of fact, whether they keep separate private accounts?—A.
not know anything about that.
know whether there is another firm doing any business whatever under the
Cattell & Co.?—A. No, sir, not to my knowledge.
a firm doing any kind of business under the firm-name of E. G. Cattell & Co.?
not to my knowledge; I never heard of it.
er of the gentlemen do any separate business?—A. O, yes, I presume so. I do
thing about their business at all. A. G. Cattell was a Senator of the United
, of course, had nothing to do with our business; in fact, A. G. Cattell is virtu-
r business, because he is not there often.
s that they, either one or both of them, might make, or real-estate purchase
tes, or fees, or commissions of any kind, would such transaction appear upon
it you have?—A. No, sir.
ou any knowledge or information of such business?—A. No, sir.

HARRIS:

ou not known checks to come into your office payable to A. G. Cattell & Co.,
r firm had no interest?—A. Yes; I have in one or two instances.
m were such checks drawn?—A. They were signed by William Mathews.
er party?—A. No, sir.
t amount have such checks come into your office or place of business?—A. I
ber, because I took no account of them whatever.
e known those checks to be indorsed by the firm of A. G. Cattell & Co., have
. They must have been, to be used.
m were they passed after being so indorsed?—A. E. G. Cattell.
ou ever indorsed such checks?—A. Not to my knowledge.
ou have information, have you not, through the means of those checks, that
tell, at least, had some interest in business outside of your firm?—A. Yes, sir.
ere I knew nothing about.
ou never, by inquiry, learned what those checks related to?—A. No, sir.
ou not asked?—A. No, sir.
—A. Simply because he told me they belonged to him.

CHAIRMAN:

that they were payable to your company, however, do you not?—A. Yes,
e to our office, and they were opened in his absence. On his return they were
n, and he took *possession of them*, and that is all I know about them.

By Mr. HARRIS:

Q. Did any such check pass to the credit of the firm of A. G. Cattell & Co., on any bank-account?—A. No, sir.

Q. Were they always kept separate and distinct?—A. They were always given to him.

Q. Then you knew that any business which he had with Mr. Mathews was in fact nothing which the firm of A. G. Cattell & Co. was interested in?—A. Yes, sir.

Q. Do you know what that business was?—A. No, sir.

Q Did you not sometimes read the letters accompanying such checks?—A. The letters accompanying such checks were, simply, "I inclose you check for so and so, which we trust will be satisfactory," or something of that kind.

Q. Have you those letters?—A. They were all handed to E. G. Cattell.

Q. Is there any memorandum or account in your possession showing the number and amount of those checks?—A. No, sir.

Q. How long have you been associated with these gentlemen since you first went there?—A. I have been with them about sixteen years.

Q You were with them, at first, I suppose, as a book-keeper or clerk?—A. I went with them as a boy from the grammar-school.

Q. And four years ago you were taken in as partner?—A. Yes, sir.

Q. All entries in these books are in your handwriting, are they?—A. Yes, sir; most of them.

Q. You have the entire charge of the books?—A. Yes, sir; I am book-keeper.

Q. Have you anything to do with the business transactions of the firm, buying and selling?—A. No, sir: E. G Cattell, jr., runs the outside business.

Q. Are you also the cashier?—A. Yes; of course.

Q. You make the deposits?—A. Yes; I fix them up, and send the boy to the bank.

Q. You arrange the loans sometimes, do you not?—A. Well, sometimes; very seldom. He generally attends to the loans.

Q. Cannot you give the committee any information as to the business relations between E. G. Cattell and Mr. Mathews?—A. Not a mortal thing, sir; it was never mentioned between us.

Q. Have you not information from your partner that he was receiving commissions on account of a contract with the Navy Department made by Mr. Mathews?—A. No, sir; not ever a word.

Q. You, the younger Cattell, and the two senior Cattells, A. G. and E. G., constitute the whole firm, do you?—A. Yes, sir; A. G. Gattell, jr., and myself run the grain business. We do nothing except that. Our business is to run that grain business of the firm, which we do. All we have sold to the Navy Department from the 1st of January, 1875, as I say, is contained in that ledger.

Q. What does E. G. Cattell, senior, do in relation to your business?—A. Nothing, except when he is home we consult him about anything in the shape of an operation that we may want to enter into. He has been away a good part of his time: that is, he does not take any steady connection in the business. It is A. G. Cattell, jr., and myself who run the business steadily.

Q. Then, in point of fact, this firm was established by these two senior members, practically, for the benefit of the boys, yourself and A. G., jr.?—A. I suppose that is what you might say it amounts to.

Q. Did the senior members share in the profits?—A. The arrangement is simply that A. G. Cattell, jr., and myself get a certain sum whether we make it or not.

Q. How much is the amount that you are allowed to draw?—A. We are allowed to draw $2,800 each.

Q. Then if there should be a profit above that, what is done with it?—A. Then it goes into the capital of the concern.

Q. Has any profit been drawn by A. G. Cattell, sr., or E. G. Cattell since January 1, 1875?—A. No, sir.

Q. Have they drawn money?—A. No, sir; they have drawn no money out of the concern.

Q. All profits, then, over and above what you and A. G., jr., require for your subsistence, remain in the firm to-day?—A. Yes, sir,

Q. Have you drawn up to your amount of $2,800 a year each?—A. Yes, sir.

Q. Have you drawn any more than that?—A. No, sir.

Q. You stated just now that A. G. Cattell, sr., really had no interest in the firm. Do you mean that?—A. Well, yes.

Q. He has got $10,000 capital in it, has he not?—A. He has $10,000 capital; but outside of that all the interest that he has in it is that he leaves his name and some capital in. He does not take any part in the business whatever.

By Mr. JONES:

Q. Did I understand you that the two senior Cattells had never drawn anything out of the concern since the company was formed?—A. They have drawn money out previous to January 1, 1875.

Q. How much has each of them drawn out of the firm since you entered it?—A. That I could not say positively; they have drawn out living-expenses.

Q. Previous to 1875?—A. Yes, sir.

Q. They have not drawn anything since 1875?—A. No, sir.

By Mr. HARRIS:

Q. State whether, on the 1st of January, 1875, the two senior partners drew out everything except the $10,000 apiece, which remains on your books. I see your books open with $10,000 credited to each of the seniors, and $5,000 to yourself, and $5,000 to A. G., jr. Do your books represent the amount of capital left in the concern January 1, 1875, by each of the partners?—A. Yes, sir; that was a new arrangement on the 1st of January, 1875, when these books were started, between A. G. Cattell, jr., and myself with them.

Q. They have no greater interest than your books show?—A. Nothing in this concern, except what the books show.

By Mr. JONES:

Q. What interest did they have in it previous to that? You say you formed a partnership four years ago?—A. It was not a copartnership; it was an agreement that we should have so much whether the business paid so much or not. We did not have anything over that previous to 1875. We have never been what you might call full partners. The two seniors being away so much it was necessary that we boys should have power to sign checks and one thing and another; and they gave us an interest in the concern to the extent of a certain amount; that amount we have drawn ever since.

Q. Before that you were getting so much whether it was made or not?—A. Certainly, and we do yet. We are doing our best, of course, to make it.

Q. Who draws the checks of your concern, and signs the notes?—A. A. G. Cattell, jr., and myself. We do all the business of the concern.

Q. The senior partners do not sign any checks for the firm?—A. No, sir; they have the right, but they do not interfere with us at all.

Q. Who indorsed the checks that were sent by Mathews?—A. I presume E. G. Cattell did himself; he has the right, as one member of the firm, to use the firm-name.

Q. Did you not indorse them?—A. No, sir; I do not think I ever indorsed a check, because they were something that I knew nothing about, and had nothing at all to do with.

By Mr. HARRIS:

Q. State whether or not your books, previous to January 18, 1875, contain any account with Wm. Mathews.—A. No, sir.

Q. Did his name appear on the books of that firm anywhere as a debtor or creditor?—A. No, sir.

Q. It never had?—A. No, sir.

By Mr. JONES:

Q. Did you ever acknowledge the receipt of these checks when Mr. Cattell was not there, when Mr. Mathews sent them to you?—A. As a matter of courtesy, A. G. Cattell, jr., who does the writing, would write him a line, saying, "We have received your check, and presume it is all right." That would be the extent of our correspondence.

Q. Do you keep such correspondence?—A. Our letters are copied, and I presume they are all preserved; but it is a matter that I suppose would be like hunting a needle in a hay-stack. It was only a question of two or three times, and I could not tell you the date, because I have no record and no account of it whatever.

By Mr. BURLEIGH:

Q. You have been a confidential clerk to the Cattells during this time?—A. Yes, sir; so considered.

Q. The senior members of your firm have been absent. You have been a member of the firm yourself for four years or more?—A. Yes, sir.

Q. During that time the senior members of the firm have been absent a good deal?—A. Yes, sir; very frequently.

Q. And for lengthened periods?—A. Yes, sometimes a week or two at a time.

Q. Sometimes more. They have been to Europe, have they not?—A. Not both of them; only one, the Senator, went to Europe.

Q. And the other in his absence was necessarily a good deal away?—A. Yes, sir.

Q. The correspondence which came to the firm, directed to the firm, was opened by whom?—A. A. G. Cattell, jr., generally attended to the correspondence with the firm. I attended to the books and he attended to the correspondence outside.

Q. You attended to the cash—to the business of the firm?—A. Yes, sir.

Q. If a check came to the firm of A. G. Cattell & Co. in a letter opened by A. G. Cattell, jr., would he not probably hand the letter and check, or whatever was in it, over to you as cashier and book-keeper of the concern?—A. Certainly; that is the way I came to see these checks of Mr. *Mathews*.

Q. Did you not make the deposits in the bank?—A. Yes, sir; at least I made them up, and the boy deposited them.

Q. If a piece of paper comes to the firm that needs their indorsement before it is deposited, you sign the firm's name on the check and put it in the bank. do you not?—A. Yes, sir; I have charge of that.

Q. Recollect, if you can, and carry yourself back to the period of four or five years since you have been a member of the concern. How many such pieces of paper as you say you do not enter on the books of the concern, knowing that they belonged to somebody else, have you received?—A. I will be liberal and say not over a half dozen.

Q. From what other parties besides Mr. Mathews?—A. No one.

Q. Are you sure of that?—A. Yes, sir.

Q. Those checks that you received in the absence of the senior members of the firm you probably indorsed and put in the bank?—A. No, sir; I probably handed them over to E. G. Cattell when he came in. They did not belong to A. G. Cattell & Co. I had no account with Wm. Mathews on my books. I knew nothing about it. I laid them in my drawer when they were handed to me, until Mr. Cattell came home, and he would probably take possession of them and keep them.

Q. Did he not have an account somewhere—did he keep any books in the store?—A. Not that I know of.

Q. Did you make any entry for him in any books whatever?—A. No, sir; I never kept a book for him.

Q. He never had a book-account in the store since you have been a partner in it?—A. No, sir.

Q. Never had a book-account on your own books?—A. E. G. Cattell had an individual account.

Q. Why could you not, then, properly credit him with that money?—A. Simply from want of knowledge. Why should I credit anything that I knew nothing about?

Q. You said that you knew it was his?—A. Aleck handed it to me and asked me if I knew what it was, probably, and we have decided that it belonged to him, and when he came home he said it did.

Q. You said that you were a borrower of money. He was away ten days at a time; there was money you could use as well as not; would you hold that there and borrow money and not deposit that money thus received?—A. Certainly not, if that came at these times; but I do remember of it coming at those times.

Q. Then you would have felt at liberty to deposit it if you had needed the money?—A. Certainly. I would have asked him about it, and accounted for it after he came home.

Q. How would you account to him for it?—A. By giving him our check in return.

Q Did either E. G. or A. G. Cattell have an open account on your ledger at any time?—A. Yes, sir; they had a running-account.

Q. Up to what time?—A. That is all in the old books; I cannot say what time.

Q. Did it end with the old books?—A. Their open account, I think, ended with the old books.

Q. That is, they have had no open account since the 1st of January, 1875, in your concern?—A. No, sir.

Q. Previous to that time they kept an open account?—A. Yes, sir.

Q. Now, they having an open account at that time, and money coming in belonging to them, why did you not give them credit for it; money coming into the concern that belonged to an individual of the concern, why did you not give them credit for it?—A. Simply because Mr. Cattell said that belonged to him. Why should I, as a book-keeper, credit him with money that he said belonged to him without authority? You must recollect that I am a book-keeper.

Q. Then it was the express understanding that there was paper of a certain nature coming to the concern that you were not at liberty to put on the books?—A. No, sir.

Q. What was it, then?—A. In my duty as book-keeper if anything comes into the concern that I do not understand I ask for information before I make an entry. That is my duty as book-keeper.

Q. Repeatedly coming would you repeatedly ask?—A. Certainly.

Q. Would you not consider that you had general instructions after half a dozen times the same thing happened?—A. No, sir; if a check came in drawn to A. G. Cattell Co., and Mr. Cattell said, "That belongs to me," and took possession of it, why should I credit the next one?

Q. You have said that the Cattels, senior, were both absent. These checks came in their absence; you were in need of money to do your business sometimes, and have borrow and exchange checks?—A. Sometimes we required money to carry on our business.

Q. And you did not feel at liberty to even deposit one of these checks and have the benefit?—A. The very fact of the first check being taken possession of by him would convince me that this belonged to him, and that I had nothing at all to do with it; that after I wouldnot have anything to do with them.

Q. That would be to you tantamount to instructions?—A. That would be tantamount to me to be very careful; asking the next time it came what to do with it.

Q. Are you positive that none of these checks that came from Mathews were passed to the credit of E. G. or A. G. Cattell by your concern?—A. Not that I remember.

Q. A. G. Cattell or E. G. Cattell or both of them, then, had an account with the bank separate from the concern that you were interested in?—A. I cannot answer that question positively: I presume they had.

Q. Do you not know that they had?—A. I know this: they have both of them given me checks on their individual account. That is all I know.

Q. Did you never deposit on their account any property which you knew belonged to them?—A. No, sir.

Q. You never did deposit anything for them?—A. No, sir; they attended to their own business and we attended to ours.

Q. And anything which you held, which was sent to the firm belonging to them, if they were away a month, would you keep without depositing it?—A. Yes, sir; there is nothing that I remember, except these checks of Mr. Mathews. They were opened by us in ignorance of what was in them, and when he came home he was asked whether they were his; and they were handed to him. His property we had nothing at all to do with.

Q. Whose property do you mean?—A. E. G. Cattell's.

Q. I understood you to say that A. G. and E G. Cattell were not alike interested in these. —A. That I know nothing about. They were handed over to E. G. Cattell. We came more into contact with E. G. than A. G.

Q. Then you do not know whether E. G. and A. G. were alike interested in them?—A. No; I do not know anything about it.

Q. You say that they have given you their individual checks on the banks?—A. Yes, sir.

Q. Do you know whether or not each had a deposit in his name; or did they have a joint deposit?—A. No. sir; they each have a separate account in the bank.

Q. Do they not have books in your store belonging to them?—A. No, sir; not to my knowledge.

Q. Have they private rooms in your store?—A. They have their private office. I am the book-keeper, and am separated by a railing; but then, of course, there are offices on the other side of the room where the seniors write their letters. You might call them private offices, but they are just the same as any counting house.

Q. Is there any railing between?—A. There is a partition.

Q. Going way up to the wall?—A. About two-thirds of the way up.

Q. Have they a private safe?—A. Not that I know of.

Q. If they had a private safe would you know it?—A. If it was in our office I would. A. G. Cattell has one out at his home in Merchantville; I have seen that.

Q. If they had had private books in your office would you not know it?—A. I would be likely to know it.

Q. You say that you have seen A. G. Cattell's safe in his house where he lives?—A. Yes, sir; I know he keeps a private safe there, because I have seen it.

Q. Do you know that he keeps books there?—A. No, sir; I never saw the inside of it.

Q. In looking over your cash-account the other day, and your cash-books, we did not make them agree. Perhaps you can explain. I will ask you if your bank-account should not agree with your cash-book?—A. Certainly; they should agree if there were not any other items; but we have small due-bills lying in the drawer representing cash, as every house has. If a party comes in and wants to borrow a few hundred dollars, we give it to him and he gives us a little due-bill, and it lies in the drawer. Our cash-book and the due bills added to the check-balance agree. Take the due-bills and add them to the balance and they agree. I balance the cash.

Q. To get at what is done with the checks from Mr. Matthews, we cannot get any light from your books.—A. That is simply because we had nothing to do with anything of the kind, as I told you. The checks have been handed to E. G. Cattell. For whatever information you want you must ask that gentleman.

By the CHAIRMAN:

Q. Would the grain establishment borrow, or not, from time to time of either E. G. or A. G. Cattell sums of money as they might need it?—A. Certainly; and we would pay them back. of course. If I wanted $1,000 to-day, and if Mr. Cattell was about the store, I would ask him if he had $1,000 over; and if he had he would give it to me; but I would pay him back to-morrow.

Q. Is there anything upon your books that would represent transactions of that kind?—A. Certainly not; that is simply a call-loan, to be repaid in a day or two.

Q. Do you keep no memoranda of your due-bill transactions?—A. No, sir.

Q. They are simply represented by the loose papers in your office?—A. Certainly; that is done always.

By Mr. BURLEIGH:

Q. In depositing or receiving checks from E. G. or A. G. Cattell, on what banks were the checks drawn, or in what banks were deposits made in their name?—A. The Corn Exchange Bank. I do not know whether he has any other or not. That is what he generally gives me whenever he has done so.

Q. You say generally?—A. Always. Whenever he has given me a check it has always been on the Corn Exchange Bank.

Q. Whenever you have made a deposit for him, to his credit, you have made it in the Corn Exchange Bank, have you?—A. I give him the check himself and he makes the deposit. He attends to his business.

By Mr. JONES:

Q. Do both of the senior Cattells keep a separate account in the Corn Exchange Bank?—A. Yes, sir.

Q. You do not know of any other bank that they keep an account in; and they never gave you a check on any other bank?—A. No, sir.

PHILADELPHIA, *April* 12, 1876.

J. P. WARR recalled.

By the CHAIRMAN:

Question. Who is D. S. Stetson & Co.?—Answer. Business neighbors of ours on the wharf. They are engaged in the shipping business. They are old personal friends of the Cattells, and live at Merchantville.

Q. Have they associated with the Messrs. Cattell in any enterprise or dealings of any kind?—A. Not to my knowledge. The transactions which we have had with them will show on the books. On page 10 of the ledger appears an entry of two accommodation notes of A. G. Cattell & Co., indorsed by Geo. M. Robeson, for $5,000 each, dated September, 1869. On page 11 of the ledger appears an entry of two accommodation notes of A. G. Cattell & Co., indorsed by Geo. M. Robeson, under date of December, 1869, for $5,000 each. On the same page appears an entry of an accommodation note of G. M. Robeson for our use and accommodation, dated May, 1870, for $5,000. On page 12 of the ledger appears an entry of a note of G. M. Robeson, loaned to us as accommodation, dated September, 1870, for $5,000. On page 12 of the ledger appears an entry of two notes of G M. Robeson, being accommodation to us, one dated December, for $5,000, and one dated January, 1871, for $5,000. On page 13 of the ledger appears an entry of an accommodation note of G. M. Robeson, for $5,000, dated January, 1871; also accommodation note of G. M. Robeson, dated May, 1871, for $5,000; also accommodation note of G. M. Robeson, dated May, 1871, for $5,000.

Q. I notice that here are several notes of Mr. Robeson, each for $5,000, the reference being, as you say, to the journal?—A. Yes, sir.

Q. Do I understand you to say that they were loan-notes of Mr. Robeson which were unused by the firm?—A. Yes, sir.

Q. And that they were returned or canceled?—A. Yes, sir.

Q. I observe, during the year 1871, as appears from dates in your ledger, there were four notes that were loaned, each being for $5,000, which you say were unused by the firm?—A. Yes, sir; that is so.

Q. Look among your bills receivable after the close of the year 1871, and see if there is any other transaction of the kind, to wit: that of loan-notes from G. M. Robeson to your firm.—A. I find November, 1875, one of $1,200 and one of $4,000, note of G. M. Robeson to us. Also, in March, 1876, note for $5,120, and also one for $4,080. Those are two accommodation notes still unused and in our possession. On pages 124 and 126 of the ledger appear the accounts of Geo. M. Robeson, a transcript of which account I will furnish to the committee. The pencil-memorandum on the face of the account shows the letters, Dep. S. bk.

Q. How much money does your firm owe J. O. Bradford?—A. $20,000.

Q. Do you know for what that indebtedness was created?—A. It was simply a loan, as I understand it.

Q. Is the firm of A. G. Cattell & Co. indebted to Jay Cooke & Co.?—A. The account is balanced, and is paid.

Q. Do you know anything about the business of the firm in Arkansas land, Louisiana land, and in stock, real estate, town-lots, &c.?—A. A. G. Cattell, Peter Wright & Sons, and several Philadelphia merchants own plantations in Louisiana and Arkansas.

Q. Do you know whether Mr. Robeson or anybody else was interested in that?—A. No, sir.

Q. Is that true of the Merchantville property?—A. As far as I ever knew, the Merchantville property belongs to Elijah and Senator Cattell. An account is opened on the books of the Merchantville building-lots, which represents real estate in Merchantville.

Q. Is Mr. Robeson or any one connected with the naval service interested in those lots?—A. Not to my knowledge.

Q. I notice that a real-estate account is opened under the heading of "Long Branch." Is Mr. Robeson or any other person interested with the firm of A. G. Cattell & Co. in those

lots?—A. I will tell you how that account, when it was started, was explained to me. Mr. Cattell can explain it much better than I can. The Senator and Mr. Robeson have business transactions together in property at Monmouth Beach, and the account stands open on our books, never having been settled, but the Senator has security in his hands to cover the indebtedness on that account.

Q. Will you turn to the Long Branch account and give the state thereof?—A. The Long Branch account stands debited on our ledger $13,368.19. For a long time this property was carried on accommodation notes.

Q. Under the general head "Long Branch property," in which, as you have understood from Senator Cattell, Mr. Robeson was interested with him, the debit items, as they appear from the books, foot up $43,565.40, and the items of credit foot up $30,197.21?—A. Yes, sir.

Q. That leaves a balance of $13,368.19 upon the debit side?—A. Yes, sir; those items of the debit do not really represent the amount of the expenditures made, but are simply the amounts of the original purchases, which have been carried and renewed from time to time; when renewed the credits would appear. The balance represents the net amount of expenditures.

Q. Do you understand that either of the Messrs. Cattell had any interest with Mr. Robeson in the items which appear upon your books, "Long Branch cottage, Nos. 1, 2, 3?"—A. Yes, sir; Long Branch cottage No. 3 is owned by Elijah G. Cattell, Long Branch cottage No. 2 is owned by A. G. Cattell, and Long Branch cottage No. 1 is owned by Geo. M. Robeson. All this Long Branch property is in connection with other transactions with the Senator.

Q. State how much is shown to be the cost or expenditure made for and on account of lot No. 1, set apart to Geo. M. Robeson?—A. Thirteen thousand and seventy-two dollars and twenty-nine cents.

Q. Does it appear to have been paid by Mr. Robeson?—A. No, sir; that is an open account against Mr. Robeson. A. G. Cattell can explain that to you. It is not charged to Geo. M. Robeson, except under the title of Long Branch cottage No. 1, and his initials to it.

Q. Do the books or not show a large indebtedness of the firm to E. G. Cattell, either under the name of E. G. Cattell No. 1 or No. 2?—A. Yes, sir.

Q. Can you state how large that indebtedness appears to be?—A. Two hundred and sixty-four thousand three hundred and nine dollars and seventy-two cents.

Q. I understood you to state to Mr. Burleigh a short time since that whatever assets the books show belonging to the firm, Mr. E. G. Cattell was entitled to in order to repay him the amount that the firm was indebted to him?—A. No, sir.

Q. In what manner, then, is Mr. E. G. Cattell to be paid what the firm is indebted to him, that is, this sum of $264,309.72, which you have just stated; that is, if he is not paid out of the assets?—A. He cannot be paid in any other way than out of the assets, I should think.

Q. Then these open accounts due from parties on Long Branch property, and other things, are a part of the assets, are they not?—A. The open accounts on Long Branch property are part of the assets of the firm, certainly.

By Mr. BURLEIGH:

Q. In striking a trial-balance from these books, will they balance?—A. Yes, sir.

Q. Are there property-accounts enough on the books to offset the sum due Mr. E. G. Cattell?—A. I could not answer that. I could not estimate as to that.

By the CHAIRMAN:

Q. Has the firm of A. G. Cattell & Co. had any other business transactions with Mr. Geo. M. Robeson than those shown by your books?—A. Not to my knowledge.

Q. Have you any such information?—A. No sir.

Q. Have you at any time heard Mr. E. G. Cattell say that he had business relations with him?—A. No, sir.

Q. Mr. A. G. Cattell?—A. No, sir.

Q. Have you not remitted money or merchandise to Mr. Robeson or Mrs. Robeson, by direction of one or the other of the Messrs. Cattell?—A. We have sold oats. The books of the concern show what that was—five hundred and thirty odd dollars.

Q. Is that all?—A. That is all he owes the new concern. What he owes on the Long Branch property you would have to get Mr. Cattell to tell you.

Q. You have at no time sent anything to Mr. Robeson or to Mrs. Robeson by direction of A. G. Cattell or E. G. Cattell?—A. No, sir.

Q. Do you know whether it has been done by anybody else?—A. No, sir.

Q. Has no merchandise been shipped, by express or otherwise, from your house, which was purchased in this city, to Mr. or Mrs. Robeson? I mean anything in any way bought or procured?—A. Not to my knowledge.

Q. Or given him here?—A. Or given him here.

Q. Who attends to shipments from your house?—A. We have a regular shipping-clerk.

Q. Explain how it is that you, having indorsed the checks of William Matthews and sent them to the bank for collection, they passing to the credit of the firm of which you are a member on your bank-books, did not enter the amounts at the time upon your cash-book?—A. Simply, as I told you, because Mr. Cattell ordered them on a memorandum-account.

Q. Did he order those particular checks?—A. No, sir; any money that he handed to me.

Q. This is not money that he handed to you; this money that came in checks, payable to the order of A. G. Cattell & Co., you indorsed them?—A. He handed them to me of course. As I told you, there is only a very few, and not over a half-dozen, that have ever been opened by A. G. Cattell., jr., or myself.

Q. When he handed you these checks he would tell you to put them upon his private memorandum?—A. Yes, sir.

Q. That private memorandum you would deposit in your cash-drawer?—A. Yes, sir; as an item due E. G. Cattell.

Q. If he drew out any money, how would he draw it?—A. What he drew, I presume, would be on the cash-book.

Q. Show here just how you would make that memorandum and put it in your cash-drawer.

[The witness explains by pencil-memorandum.]

Q. That amount, so entered, would be to your credit in the bank, would it not?—A. Yes, sir; that would go along with our other deposits, of course.

Q. Then, if Mr. Cattell desired any money, he would check it from the bank?—A. Mr. Cattell had a private account of his own.

Q. But would the check of Matthews, when you took it to the bank, pass to the private account of Mr. Cattell?—A. That would pass to the credit of A. G. Cattell & Co. in the bank. It would pass to the credit of E. G. Cattell in the due-bill in our drawer.

By Mr. JONES:

Q. You mean the memorandum?—A. Yes, sir.

By the CHAIRMAN:

Q. If he wanted to get any money out of the bank for any purpose, to pay any individual obligation of his own, he would draw in the name of the firm, would he not?—A. He could do that, or he could draw out of his private account. He had a private account.

Q. You having indorsed all checks of Matthews to him going to the credit of the firm in the bank, if E. G. Cattell desired any money from that source, he would have to check it out of the bank, would he not?—A. If he wanted any money from that particular check he would, but I do not remember any transactions of that kind. It was money that he was giving unto the firm and not taking out.

Q. I understand that; but here is what I mean: The very moment that you pass it to the credit of the firm in the bank, the object of making this memorandum had ceased, except as a mere entry upon your books, had it not?—A. Well, I don't know what his object was.

Q. What function would it perform?—A. It was an evidence of indebtedness.

Q. Now, to go back a moment, that is a check received from Matthews on the 1st day of April, say, 1876. Upon that day it passes, by your indorsement, to the Corn Exchange Bank for collection; it passes to the credit of A. G. Cattell & Co. in the bank, and it was then part of the assets of the firm of A. G. Cattell & Co. by that indorsement. Now, if Mr. E. G. Cattell wanted to use any part of that money for any purpose, he would have to draw his check upon the firm of A. G. Cattell & Co., would he not?—A. It is in the Corn Exchange Bank, but it is to his credit in the drawer. You must recollect that he was pouring this into this concern right straight along.

By the CHAIRMAN:

Q. If he drew a check himself, or any of the firm drew a check on the bank, and he used the proceeds of it, would it be charged to him?—A. Yes, sir.

Q. Did he do so?—A. Yes, sir.

By the CHAIRMAN:

Q. From what quarter do you understand that E. G. Cattell's private account is made? I understand that at the Corn Exchange Bank there is a bank-account in favor of A. G. Cattell & Co., and there is a private bank-account in favor E. G. Cattell?—A. I do not know anything about his private account at all. He has such an account; he has given me checks on that account.

Q. From what business does he derive any income or profit, outside of his connection with the firm of A. G. Cattell & Co.?—A. I do not know his business at all; he never has told me.

Q. Turn to the ledger and state to what extent, during the years covered by this book, the firm has supplied the United States Government with any property?—A. A. G. Cattell & Co. did some business, and I made the entries in the books here; and Mr. A. G. Cattell, who is very sensitive about anything of the kind, discountenanced our doing business with the Government, and for a long while Mr. E. G. Cattell took the Government business, although I think it was done in our name. I do not remember that.

Q. Did you not just now state that A. G. Cattell did not want it to appear that he had anything to do with it?—A. Yes, sir; he was very sensitive about that; but I say I do not

:now how it was done. For a long while it was E. G. Cattell; for a long time E. G. 'attell ran that Government business himself. That is all that appears on our books.

Q. What is there that does appear? The books show what extent of business in what ear?—A. In 1870 and 1871, $4,071.50.

Q. Do your books represent the amount of business done with the Government by the firm f A. G. Cattell & Co., or the members of said firm?—A. There were other transactions 'hich Mr. E. G. Cattell had the benefit of; they were not entered on our books.

Q. What was the nature of those contracts?—A. Nothing that I remember, except flour nd feed.

Q. Did he never supply provisions?—A. Not that I know of.

Q. Did he not supply clothing?—A. Not that I know of.

Q. Did not the firm of A. G. Cattell & Co. fit up the Polaris expedition?—A. No, sir.

Q. Did neither of the Cattells have anything to do with the Polaris expedition?—A. :. G. Cattell, did, I think.

Q. Do I understand you to state that in these contracts subsequent to this date A. G. Catsll had no interest?—A. No interest.

Q. Has A. G. Cattell talked to you recently about his connection with the Government? -A. No, sir; he has been sick for a week.

Q. Prior to that time, had he talked with you?—A. No, sir.

Q. He has not at any time talked with you recently about his connection with the Govrnment?—A. Not recently.

Q. How long since has he talked with you?—A. I cannot remember that.

Q. Has it been any time within the last six months?—A. I could not remember that.

Q. Has no one talked to you within that period of time about his connection with the iovernment?—A. No, sir; not that I remember.

Q. Neither Mr. E. G. Cattell or E. G. Cattell, jr., or A. G. Cattell, sr.?—A. Not that I emember. Mr. E. G. Cattell has been away for probably six weeks.

Q. I have gone back a period of six months, with a view of covering your recollection f anything that you may have heard said by either one of them in regard to fixing your ecollection, or that of anybody else, as to Mr. A. G. Cattell's connection or interest in any ontract or agreement with the Government.—A. No, sir; he has not any.

Q. Nor any other member of the firm?—A. No, sir.

By Mr. BURLEIGH:

Q. Have you not talked over the situation of the firm with the Government and its conition, in any way or shape, within the last six months?—A. Of course this business here as a complete surprise to the junior members.

Q. You knew Matthews, did you not?—A. No, sir.

Q. Did you not hear what business he was in?—A. No, sir; I have heard his name menoned. I never saw the man in my life; do not know who he is, and do not know what usiness he is in.

Q. You never inquired?—A. No, sir.

Q. And never inquired what those checks were coming to you for?—A. No, sir.

By the CHAIRMAN:

Q. I call your attention to the cash-book of your establishment for the year 1871, page 5, and to the following entry: "G. M. Robeson, dep. in." The original entry was, Corn Exchange Bank, $1,000." I see "Corn" erased with pencil; what is that mark bove it?—A. "State." It was merely a mistake, corrected at the time. He did not keep ny account in that bank. It was a mistake of my own; I ran the pen through it.

Q. Do you state now that that alteration of "Corn," and the writing above in pencil, 'ere done at the same time?—A. Yes, sir.

Q. If done at the time, instead of being in pencil-mark, why not done with the pen which ade the original entry?—A. I do not know why, unless it escaped my eye. It is very asy in looking at a page, seeing a mistake like that, to run your pencil through and put ie word "State" over it. I am perfectly confident of that. I can get the cashier to cerfy that at the State Bank, I have no doubt.

By Mr. JONES:

Q. Was that where Mr. Robeson kept his account?—A. Yes, sir; at the State Bank.

By the CHAIRMAN:

Q. Is that in this city, or at Camden, N. J.?—A. At Camden.

Q. Do you remember how frequently you have made deposits in the State Bank at Camen to the credit of Mr. Robeson?—A. None, except what is shown on the book.

Q. None outside of that?—A. None outside of that.

Q. Have you not made any since the year 1871?—A. No, sir: nothing outside of the edger.

By Mr. BURLEIGH:

Q. It appears that on June 21, 1871, there is a credit of $1,851.72 as cash paid by G. M. Robeson to Cattell. Do you remember whether or not that cash was handed you by Mr. Robeson, or did Mr. Cattell give it to you from his private memoranda?—A. I cannot remember. I have nothing but the record here that shows that $4,772.54 was paid in cash to A. G. Cattell.

Q. Then, October 13, 1871, appears a credit, Geo. M. Robeson, as cash $4,772.54. Can you say whether that was handed by Mr. Robeson, or whether E. G. Cattell, or one of the Cattells, did not give you the memorandum as cash?—A. I know nothing except the record. It is entered here as cash from him.

Q. The last cash payment by Mr. Robeson on account on the books is dated October 13, 1871, is it not?—A. The last cash payment on the old books is October 13, 1871.

Q. And the last cash debit to Mr. Robeson is July 10, 1871?—A. Yes, sir.

Q. The only subsequent account is for some oats, is it not?—A. Yes, sir; in July, 1869, we gave Geo. M. Robeson a note for $10,000 to get discounted for our accommodation, and he did, and handed us the money. We paid that note at maturity.

By the CHAIRMAN:

Q. What day did you pay that?—A. October 2.

PHILADELPHIA, *April* 13, 1876.

J. P. WARR recalled.

By the CHAIRMAN:

Question. Please turn to the account of E. G. Cattell, No. 2, and state to the committee, (referring to the sum which it appears from the entry in your books E. G. Cattell, No. 2, received from E. G. Cattell, under date April 17, 1873, "at various times and sums, from November, 1870, transferred from memorandum due-bill,") whether that amount in cash was received upon that day into the firm of A. G. Cattell & Co. and passed to the credit of E. G. Cattell, No. 2.—Answer. It was received precisely as it states there.

Q. Was the money paid in on that day?—A. It was transferred from the due-bills on that day, as it states there.

Q. Do you mean from that entry or from this memorandum to state that previous to that time money had been paid by E. G. Cattell into the firm which was borrowed or made use of by E. G. Cattell No. 2 or No. 1, or how was that?—A. I do not exactly understand you. This money, as it states there, was received from E. G. Cattell at various times, and in various sums, from November, 1870, "transferred from memorandum to the credit of E. G. Cattell, No. 2, under date of April 17, 1873."

Q. Does not the entry upon your books show these words: "Transferred from memorandum due-bills?"—A. Yes, sir. I want to explain that word "due," because it misleads you entirely. As I gave you that memorandum yesterday, the heading is, "Due E. G. Cattell." That is the whole signification of that word. It is just a memorandum to be in the drawer, "Due E. G. Cattell," so many dollars.

Q. I want to know if the true book-keepers' explanation of that entry would not be that prior to that time E. G. Cattell, No. 2, had received from E. G. Cattell, No. 1, the sum of $180,000?—A. I do not understand you. This money is paid into this firm by E. G. Cattell at various times and in various sums, as I have told you. When he sees fit, he tells me, "Credit it to my account, No. 2;" I do so under his instructions.

Q. What is the distinction or difference in your business between E. G. Cattell No. 1 and E. G. Cattell No. 2?—A. There is no distinction, except that he ordered it so.

By Mr. BURLEIGH:

Q. For what object?—A. That I do not know.

By the CHAIRMAN:

Q. Upon that date, would your bank-book show a corresponding entry of cash $180,000?—A. No, sir; of course not.

Q. Would your bank-book show at any time previous to that that the firm of A. G. Cattell & Co. had received money, either one or the other of them, to that amount?—A. It would show at various times that money had been deposited to the credit of A. G. Cattell & Co. just as it says there, "at various times and in various sums from November, 1870."

Q. Do you say that upon a settlement of the bank-books of the firm, the item of deposits made daily from your business, or by either of the partners individually, would show and include that sum of money?—A. From November, 1870, to April, 1873, that sum of money has come into the concern from E. G Cattell, and has been deposited to the credit of A. G. Cattell & Co., remaining in the drawer as an amount due him until he ordered it to be credited, when it was credited to E. G. Cattell, No. 2. I cannot make it any plainer than that.

By Mr. BURLEIGH:

Q. Did that sum of money represent the whole amount of the receipts of Cattell? Did his memoranda, or does that sum or money, represent the balance that he had received and paid out on his memoranda?—A. Those memoranda, according to the best of my recollection, represent the amount of money that he has paid into the concern.

Q. But not the actual amount that was on the memoranda?—A. No, sir; that is the actual amount of the memoranda and the actual amount paid in.

Q. You do not understand me. Mr. Cattell kept a memorandum of his receipts and expenditures; a private account for two years which did not go on to the books. Was all the money that he received during that space of time turned into the concern? Are you going to say that all the money he received during that two years he turned over to the concern?—A. That I do not know.

Q. But you believe this was the balance of the memoranda, after taking out what he had—— A. [Interrupting.] There is no question of balance at all. I am the book-keeper. He comes into the concern, and he gives me money, or whatever it may have been. He says, "Give me credit for that on a memorandum." I do so. Where it comes from or what it represents I know nothing at all about.

By the CHAIRMAN:

Q. You detained or kept those memoranda for the period from November, 1870, until the date of this entry, by his direction, did you?—A. Yes, sir.

Q. Does your recollection enable you to state whether any part of that sum of money was or not the Matthews checks?—A. I have lost all recollection of what that was composed of. I presume all of Matthews's checks went into that account. I cannot remember what it was composed of, except that he handed it over to me. I would not probably pay any attention to it.

By Mr. BURLEIGH:

Q. Do you propose to swear that the proceeds of the whole of Matthews's checks were paid into the firm of A. G. Cattell & Co.?—A. I do not know that; I do not know anything about E. G. Cattell's business.

Q. What do you mean by that? I ask you if you mean to swear that the whole amount received on the Matthews checks was paid into the firm of A. G. Cattell & Co.? You received it and signed more than half of those checks yourself.—A. Yes; that has all gone to the credit of E. G. Cattell. I do not know how many checks or what amount he ever gave me from William Matthews. Whatever he gave me, and every dollar that he ever gave me that he told me to put on a memorandum, was put on it.

By the CHAIRMAN:

Q. I ask you if these memoranda which you kept for the private account of Mr. E. G. Cattell when you transferred them to your books were not transferred to the credit of E. G. Cattell, No. 2?—A. Yes; there it is on the record.

Q. Now, passing to the second large credit of $18,000 and over, on page 364, was that a payment in cash, or was that a memorandum?—A. It was a memorandum.

Q. That went to the credit of E. G. Cattell No. 2, did it not?—A. Yes, sir.

Q. Look at the entry upon page 414 of the cash-book, under date of September 17, 1873—$25,598.62.—A. The same answer applies to that. It went to the credit of E. G. Cattell, No. 2.

Q. Who is E. G. Cattell, No. 2?—A. E. G. Cattell.

Q. Who is E. G. Cattell, No. 1?—A. E. G. Cattell.

Q. Do I understand you that you have no knowledge, by information derived from any correspondence, bank-books, memoranda, or from your conversation with Mr. E. G. Cattell, as to his object and purpose in keeping an account with E. G. Cattell No. 2?—A. I do not recollect anything passing between us.

Q. You are certain in your recollection, as I understand you, that the payments made on the checks of Mr. William Matthews passed to the credit of E. G. Cattell No. 2, in the manner that you have explained?—A. Yes, sir; I am convinced that there is something in that account that he received from William Matthews; how much of it, however, I do not know.

Q. Did the checks that you indorsed go into that account?—A. They did.

By Mr. BURLEIGH:

Q. Have or have not Noblitt & Co., or any firm of that name—Del. Noblitt, Del. Noblitt & Co., or Noblitt, Brown & Co—loaned A. G. Cattell & Co. any money which does not appear on your books?—A. Not to my knowledge.

Q. Does there appear on your books any loan from Del. Noblitt & Co., or any of the Noblitt firms?—A. No, sir.

Q. On yesterday, in talking of money remitted from Matthews, you said that this money was constantly pouring into the firm. Was there money pouring in from other parties at the same time of the same character as the Matthews remittances?—A. That is what I do

not know; what I mean is, that between November, 1870, and April, 1873, the large sum of $180,000 had been handed me by E. G. Cattell.

Q. Then it came in from other sources than from the Matthews source?—A. It came in through his hands; what it was composed of I do not know.

By the CHAIRMAN:

Q. Turn to your cash-book, page 3, interest-account, and explain the item under interest account of "Schenck and Robeson's note, $205.96," under date of 1871.—A. The item on page 3, charged to interest-account as discount on Schenck and Robeson's note, $205.96, is, as it says, the discount on two accommodation-notes that were discounted at the Corn Exchange National Bank on the 13th of May, 1871. That is one of those notes which we have gone over heretofore.

Q. Here is another charge for discount on the same page, "on Robeson note, $120.55." Explain that.—A. That is a discount paid by us on Geo. M. Robeson's note discounted at the State Bank of Camden, $5,000. It was an accommodation-note of Geo. M. Robeson for our use.

Q. I notice under date of April 18, 1871, "E. G. Cattell, No. 2, loan $1,000." Do you know anything about that transaction, or can you explain it?—A. No further than appears on the record, that he paid A. G. Cattell & Co. $1,000, to be considered as a loan and to be returned.

PHILADELPHIA, *April* 15, 1876.

J. P. WARR recalled.

By Mr. BURLEIGH:

Question. I find an account on page 275 of the ledger of Elijah G. Cattell, No. 2. I find that up to the 21st day of June, 1871, he had been charged with sundry items, amounting to $7,373.75, and credited with an amount just equal, and the account balanced; I then find under head of April 17, 1873, a single item of credit of $180,017.73. Can you state what that item was made up of?—Answer. By turning to the cash-book, page 352, I find this entry: "Received from E. G. Cattell, at various times and sums, from November, 1870, transferred from memorandum due-bill $180,017.73." I desire you to understand perfectly the phrase "memorandum due-bills." It may convey to your minds a different impression from what the facts warrant. For instance, when this account was first started, the first money that I ever received on the account was put on a slip of paper; the heading was, "Due E. G. Cattell." The date and the amount in dollars and cents was placed thereupon. As he handed me money from time to time, that was added to the amount, until, after running up to this date, April 17, 1873, it amounted to $180,017.73. It was then transferred from this due-bill into the cash-book and posted to his credit in the ledger, in account No. 2.

Q. Then you transferred from that slip of paper the total footings of money-items, amounting to $180,017.73?—A. Yes, sir.

Q. Did that $180,017.73 first appear in your cash-account at that time?—A. Yes, sir; that is the first entry in the cash-book.

Q. You have been in possession of $180,000 or portions thereof, or at least a large amount of money going to make up that item, from 1869 all along?—A. No; it commenced in November, 1870.

Q. And went up to April, 1873?—A. Yes sir.

Q. And you had no entry upon any book anywhere showing it?—A. It remained in the drawer as a due-bill due by the concern; the cash-book shows the disbursements of the concern.

Q. You are not answering my question; I asked you whether or not the cash which that memorandum represented first appeared in your cash-book on that date?—A. Yes, sir; it appeared on the debit side of the cash-book on that date, but this money, as it came in, was spent in payment of the debts of the concern, as will appear by the credit side of the cash-book.

Q. Then it would show, would it not, that being the case, that you have paid out a great deal more money—$180,000 more money—than you had received?—A. The cash-book would show that, which would be rectified by the due-bill in the drawer.

Q. And while your books would not show cash enough to meet the disbursements shown by $180,000, yet, by adding the memorandum in the drawer, you were enabled to make your cash balance?—A. Yes, sir; that is the whole story.

Q. Why was that course pursued?—A. The motive of Mr. Cattell in keeping this account separate I do not know; I suppose he had some idea.

Q. While your cash-account cannot show where any of this money came from, your books do show where it all went?—A. Yes, sir.

Q. Do you remember the contents of that memorandum?—A. That memorandum was composed simply, as I have told you, of sums of money handed to me by E. G. Cattell, and

in what amounts I do not remember. It was in checks and in money, but whose I do not remember.

Q. Did that memorandum show from whom the money was received?—A. No, sir; it only showed the amount of cash received from him, except if he gave me a check I might put the name in.

Q. Did you?—A. That would not be a matter of any moment to me. I could not remember it.

Q. Do you remember now whether you did or not?—A. I do not remember.

Q. To recapitulate, as I understand you, you had this memorandum in the drawer?—A. Yes, sir.

Q. By that you knew how much money Cattell had advanced you?—A. Yes, sir.

Q. I now ask you whether he had anything to show the amount due him?—A. I do not know what memorandum he possessed.

Q. Had he any memorandum or notes signed by the firm covering a portion of this amount?—A. He had no notes of the firm at all.

Q. You had that memorandum in the drawer accessible to him always?—A. Yes, sir; and I had the money and disbursed the money according to the books.

Q. Is there any other piece of paper in existence showing either you or him the amount due?—A. Not anything in my possession. I do not know what he has.

By the CHAIRMAN:

Q. Do you know whether he kept any books or memorandum himself for his own protection?—A. I do not.

By Mr. HARRIS:

Q. Have you made any effort to find that memorandum?—A. No, sir. The memorandum that you lay stress on was nothing. It was useless. It was merely a memorandum of cash that he turned into the concern.

Q. That may be your view of it, but we want to know if you have looked to find it.—A. I have not looked to find it, but I know that it is gone.

Q. Do you know whether it was destroyed at the time the entry was made?—A. It was destroyed at the time the entry was made.

Q. Do you remember that?—A. Certainly. The only point is whether the mere act of tearing the paper was done by Mr. Cattell or by myself. If I did it, it was done by his orders.

Q. But you are sure it was done?—A. Yes, sir.

Q. And about that you have some recollection?—A. Yes, sir; that is a very common thing.

Q. Was Mr. Cattell present when you made the entry in that cash-book?—A. I do not remember that he was standing alongside of me. He was probably in the office.

Q. Did you have a consultation about closing that account and making this entry?—A. Yes, sir; certainly.

Q. Do you remember what took place?—A. The only object of the consultation was this: I told him, as near as I can recollect it, that that was a big amount to carry on a memorandum, and asked him whether I should not credit it, or something to that effect.

Q. To which he said yes?—A. To which he said yes.

Q. Turn to page 64 and tell me what the next item of $18,504.93 is made up of.—A. That was done in the same manner.

Q. What is the entry in your book?—A. "May 15, 1873, E. G. Cattell, No. 2, received from you $18,504 93."

Q. Do you say that that was another memorandum?—A. That was another memorandum.

Q. Read the entry on page 414.—A. "September 17, 1873, E. G. Cattel, No. 2., received from you $25,598.62." The same answer applies to that.

Q. So that for the whole amount of $224,121.28 you had original memoranda which were torn up when the entries were made?—A. Yes, sir.

Q. That shows a balance due to Mr. Cattell from the firm of $224,121.28, does it not?—A. It is due from the firm to E. G. Cattell.

Q. In the settlement of that amount of money, what, if any, has been paid to Mr. Cattell?—A. There has not been any paid of that. It is all in the ledger, if you turn to the investments and accounts. Every dollar of that was put into the concern of A. G. Cattell & Co., as represented by that ledger.

Q. And they owe him for it?—A. They owe him for it. A. G. Cattell, jr., and myself are out of the concern. That is really his money.

Q. Was this made near the close of the business by A. G. Cattell & Co., before the new arrangement was made?—A. There was not any arrangement.

Q. Who owns these books and the property represented by them?—A. It is in the firm-name of A. G. Cattell & Co., but as far as I understand—and this of course is only from him, and he can explain what the meaning of it is—we are out of the concern. We are paid off and are out.

Q. How did you get out?—A. We were paid off.

Q. How much was paid you?—A. If you will turn to my account you will find that my salary was closed out.

Q. The whole amount you were entitled to was $12,375?—A. Yes, sir.

Q. Were you paid that sum?—A. Yes, sir; I drew that all out of the concern during the various years.

Q. How were the affairs in this concern brought to a termination?—A. They have not closed.

Q. You are now a member of the new firm of A. G. Cattell & Co.?—A. Yes, sir.

Q. With a capital of how much?—A. $30,000.

Q. That is the total capital of the concern?—A. Yes, sir.

Q. Do you say that you have no interest in this old firm?—A. Not a dollar.

Q. How was your interest in it ascertained and determined and paid off?—A. Simply on a salary basis; no question of profit entered into it.

Q. So that up to the time you formed this new partnership with your $30,000 capital you had no interest except that of a salary?—A. That is true.

Q. And was it so with Alex. Cattell, jr.?—A. Yes, sir.

Q. And the two senior members, A. G. and E. G. Cattell, were really the only partners?—A. Yes, sir.

Q. Then, as you understand it, when the old affair closed, all the property represented by those books belonged to E. G. or A. G. Cattell, or both of them?—A. Yes, sir.

Q. Did that property belong to A. G. equally with E. G. Cattell?—A. When that book was opened in 1869, you will find that A. G. Cattell started with a capital of something like $100,000; he has never had a dollar out of the concern except what is charged in his account, and he has got his capital drawn down, if I remember rightly, to $9,000 at the present time. He is simply withdrawing his capital. What that arrangement was between them Mr. Cattell will explain to you if you ask him. Those, however, are the facts.

Q. But it is understood in your firm that E. G. Cattell owns all the property in which the money of this old firm passed which was on hand at the time of its dissolution?—A. Yes, sir.

Q. And that property consists of what?—A. The various investments—accounts standing represented on the ledger.

Q. And they must represent, in order to make E. G. Cattell whole for the money he advanced to you, at least $224,000?—A. Yes, sir; double that.

Q. A. G. Cattell, on the 1st of April, 1869, at the opening of these books, had in the concern $105,639.42?—A. Yes, sir.

Q. That was his portion of the capital?—A. Yes, sir.

Q. From that time until the present time the largest amount which A. G. Cattell has had in the concern is $185,298.40. That is the total amount that he ever has put in. That is including the original capital?—A. Yes, sir; he has from time to time drawn out $176,768.60, leaving a balance to his credit in the firm of $8,529.80.

Q. In April, 1869, E. G. Cattell had no capital in the concern, as I observe from the books, and was indebted to it $7,223.93.—A. Yes, sir.

Q. From that time forward his credit has gone up from that indebtedness until his total credits amount to how much?—A. $182,594.81.

Q. What is the debit against him?—A. $142,406.17.

Q. Showing a balance of capital invested at the present time in the old firm of A. G. Cattell & Co. of how much?—A. $40,188.64.

Q. That is the investment standing to the credit of Elijah G. Cattell?—A. Yes, sir.

Q. There should be now added to that the whole capital of A. G. Cattell, should there not, being the balance of $8,000, money overdue him, and the balance due E. G. Cattell on account No. 2, $224,121.28, making a total of how much?—A. $272,839.72.

Q. Do you say that no person except E. G. Cattell has any interest in that sum, except A. G. Cattell, to the extent of his $8,000?—A. $8,529.80. That is my understanding.

Q. Do these books show property, accounts, or assets covering the amount there represented?—A. Yes, sir; not only that, but whatever other credits may appear. On the borrowed and lent account there are some credits.

Q. Point to such assets as represent that invested capital, so far as you are able to, without going into mere minor accounts and small items.—A. Corn Exchange Bank stock about $18,000; West Creek Manufacturing Company about $7,000; Pennsylvania and Ohio Coal and Iron Company about $2,000; Reciprocity Mining Company, $4,000; Keystone Lumber and Salt Manufacturing Company about $53,000; Swatara Coal Company, $5,000; Colorado Prospecting and Mining Company, $5,000; American Steamship Company, $1,000; ground rents about $2,500; Manhattan Manufacturing Company about $3,500; Hammondtown land, $10,000; land in Elk County, $2,000; Philadelphia Chamber of Commerce about $3,600; sundry accounts amounting to at least $50,000.

Q. You have not mentioned the Long Branch property, have you?—A. I had forgotten; there is over $50,000 in that.

Q. If that Long Branch property belongs to Mr. Robeson the books do not show that it is paid for?—A. No, sir.

Q. So that either Cattell owns the property or the property owes him its cost?—A. Yes, sir; that is an open account charged against him on the books, the same as it would be against you or me.

Q. Are there other assets, without going carefully through this book, showing investments of money equivalent to the total capital invested?—A. Yes, sir.

Q. Are there more than that; that is, will any of the books show a surplus over and above the actual investment of Cattell?—A. That could not be told unless all these accounts were valued and charged up to profit and loss.

Q. I do not ask you whether the assets are good, but whether the accounts show an amount of investments good or bad, and I do not care which, equivalent to the total capital represented by the balance due E. G. Cattell, E. G. Cattell on his second account, and A. G. Cattell.—A. Yes, sir.

Q. I do not discover anywhere on the books that any profits have been distributed to either of the partners. Do you know whether such a thing has taken place?—A. That is sifting down pretty well into a man's business. I do not believe there were any profits.

Q. If there have been any profits in this business it has all passed to E. G. Cattell, has it not?—A. Yes, sir; A. G. Cattell is not credited with any profits. It represents merely cash paid in and cash paid out, without any interest.

By Mr. HARRIS:

Q. In all this period of time Mr. A. G. Cattell has neither received interest nor profits on any money paid into that concern?—A. No, sir.

Q. If profit has been made it stands to the credit of E. G. Cattell alone?—A. Yes, sir.

Q. If losses have been made they must be borne by E. G. Cattell alone?—A. Yes, sir.

Q. Do you think those assets represent actual investments?—A. Yes, sir.

Q. They do not all of them represent actual value, I take it?—A. No, sir.

Q. So that I understand you, while the books show every dollar that has been expended and to whom it has been paid, they do not show from whom $224,000 has been received?—A. They show that it has been received from E. G. Cattell alone.

Q. But from what source he received it the books do not show?—A. They do not.

Q. That money, however, has actually gone into the business of this firm?—A. Yes, sir; every dollar of it; the books show that.

Q. If any gratuities, gifts, or commissions have been paid, that would appear in the books?—A. Yes, sir.

Q. Do your books anywhere show a debt from G. M. Robeson?—A. Nothing except that Long Branch property.

Q. His name is not in the account?—A. His name is not in the ledger, but it is paid.

Q. There is no balance due from him?—A. No, sir.

Q. And the Long Branch property stands as an investment of E. G. Cattell, with only the initials G. M. R. against it to indicate whose it is?—A. Yes, sir.

Q. Do you know in whom the title to that property stands?—A. No, sir.

Q. Have you ever known of a deed made of it?—A. No, sir; I do not know anything about it.

Q. Do you or not understand whether that property is now held by E. G. Cattell in his own name?—A. I cannot answer questions about his private affairs; I have no information at all from him as to that.

Q. And you have no acquaintance, as I understand, with Mr. Robeson?—A. No, sir.

Q. You have no means now of informing the committee from what source E. G. Cattell received that $224,000?—A. No, sir.

Q. Turn to E. G. Cattell's account No. 2, and state whether that was intended to be a special account.—A. Yes, sir; to be kept distinct from his general account; that was the object of opening it under the head of No. 2.

Q. Under whose direction did you open it?—A. That was under his direction, if I remember correctly.

Q. In his first account, where he is credited as a partner, did you treat his account as a partner and then in his special account as a creditor, or what was the object in opening it?—A. I do not know what his idea was, except to keep it separate from his other account, at the time it was opened.

Q. Can you see any possible benefit arising from that account being kept?—A. There is no object now.

Q. Was there ever any that you can understand and explain to us?—A. No, sir; there was no object whatever, that I can see.

Q. As I understand it, E. G. Cattell was pouring into your firm all the money he could get while A. G. was drawing out his large investment?—A. E. G. Cattell turned all this money in while A. G. Cattell was drawing out; that is true.

Q. And none of the money paid in by E. G. Cattell upon his account No. 2 arose from the profits of the business, so far as you know?—A. No, sir.

Q. It was all outside money?—A. Yes, sir; so I understand.

Q. It was handed to you in checks and money?—A. Yes, sir.

Q. Which did not come from the business of the firm?—A. They did not come from the business of the firm.

By Mr. BURLEIGH:

Q. Have you any charge for cash or checks, or anything else, with Mr. Robeson, since the account closed in 1871, on your books?—A. No, sir; his account is closed on the ledger.

Q. Were the amounts received from Matthews, at different times, placed on that memoranda that made up the $224,000?—A. I did not remember at the time, but when you showed me the checks I saw that they were placed in E. G. Cattell's account, No. 2.

Q. Did the memorandum show whom the money was from?—A. It simply showed that it was from E. G. Cattell.

Q. Was there any money from this memorandum given to any man during the time of its existence?—A. No, sir.

Q. During the existence of the memorandum was there any money given from your firm to George M. Robeson, or transferred to him?—A. No, sir; not that I know of.

Q. Would the books show if there had been?—A. Yes, sir; I should judge so.

Q. Since the memorandum was credited on the books, have any moneys, or checks for money, been transferred from your firm to George M. Robeson?—A. No, sir.

Q. If there had been money or the checks of your firm transferred to him, would not the same appear on the books of the firm?—A. Yes, sir.

Q. Do you know that the memorandum, with a large amount of balance on it, was destroyed?—A. Yes, sir, at the time the entry was made.

Q. Then how do you know how much Matthews, Swift, Noblitt, and others paid your firm?—A. I do not know anything about it; this money came to me from E. G. Cattell.

Q. You were the book-keeper, and kept the memorandum?—A. Yes, sir; I kept the memorandum due-bill, due E. G. Cattell, and whatever he gave me was credited to E. G. Cattell on the memorandum.

Q. And when you put it on the memorandum, if it came from Swift, or if it came from Matthews, you put some sign there by which you knew whom it was from, did you not?—A. No, sir; I do not remember doing anything of the kind. This was handed to me by E. G. Cattell; I do not remember ever to have put anything down except the simple item, "cash from E. G. Cattell."

Q. Mr. E. G. Cattell says that you kept that memorandum and all his accounts; is that so; do you keep all his accounts?—A. I did not keep his private account.

Q. Did you keep the memorandum?—A. Yes, sir; in the drawer.

Q. That included the money received from these persons dealing with the Government, did it not?—A. I do not know the sources from which he got this money; I cannot make that distinction plain to you.

Q. You have admitted that the Matthews checks were put on that memoranda?—A. Yes, sir; but they came from E. G. Cattell. Simply from the checks being put before me, and my indorsement on them showing that they went to the credit of E. G. Cattell, I say that. There is no account in this ledger with William Matthews, and that is the only other account that those checks could have gone to.

Q. From the checks of William Matthews, placed before you, you were then enabled to say that those checks went on that memorandum?—A. Yes, sir.

Q. But you could not tell what other money went on that memorandum without the checks being before you?—A. That is so; in other words, I do not remember what moneys that memoranda were composed of; it was composed simply of moneys and checks, handed to me by E. G. Cattell.

Q. Do you know whether or not E. G. Cattell has any books that will show him how much money he received from these parties doing business with the Navy Department?—A. That I do not know.

Q. You never saw any such books or memoranda of his?—A. No, sir; I never kept his private books, if he has any. I am only the book-keeper of this firm.

Q. Are all the evidences of the ownership of the property that you have enumerated from the books in the hands of E. G. Cattell?—A. Yes, sir; he has all of those.

Q. Has he the deeds, insurance policies, and everything of that kind, of whatever name or nature it may be?—A. I have deeds of some of his property and fire-insurance policies, life-insurance policies, in my safe for safe-keeping.

Q. Have you also the certificates of stock?—A. They are in an envelope which belongs to him. I have some of his property in my safe, but nothing connected with that account in any shape or form whatever. They are all connected with these books.

Q. Have you the certificates or evidences of ownership of all the property owned by Mr. Cattell represented on those books?—A. I have the certificates of stock.

Q. Have you the deeds of all the real estate?—A. No, sir; I think the stock-certificates are all in my possession. I do not know what evidences of title he possesses. I do not know his business at all.

Q. Is the taking care of the certificates of stock which he owns particularly your business?—A. Yes, sir, certainly; I take care of them.

Q. Why do you not take care of the deeds?—A. I do not know that.

Q. You then say that you do not know whether you have the evidences of ownership of all the property in your hands that is represented on those books?—A. I have evidence in

the safe for safe-keeping of all the property represented in the books, except probably some title-deeds.

Q. Title-deeds of what?—A. Real estate.

Q. Can you name what these exceptions are?—A. I think he has the title-deeds for his Hammondtown land; I cannot remember other instances; I do not know what is in my possession until I examine.

[Witness was here directed to examine for such evidences of title as were in his custody, and to produce the same to the committee at a future meeting.]

Q. Do you not know that that memorandum of $224,000 was made up of money received from men doing business, like Matthews, with the Navy Department?—A. I know nothing about that. I know nothing of E. G. Cattell's private business.

Q. I am speaking about the memorandum that was in your possession and that you kept yourself?—A. I do not know whom that money was from, or at least I do not remember who it was from. It was all from E. G. Cattell, but through what channels he got it I do not know.

Q. Nor do you know as to any part of it?—A. Yes, sir; I know about the Matthews money, after having had the subject brought to my memory by the pr duction of checks indorsed by me. I know they went into that account.

Q. Does not that refresh your memory in regard to the other checks received from other parties?—A. No, sir.

Q. Do you not know that Swift paid in $20,000 to Cattell in the same manner that Matthews did?—A. I do not; I do not know his private business.

Q. The checks were sent to the firm of A. G. Cattell & Co., were they not?—A. Not to my recollection; I do not remember any checks from Swift.

Q. Do you think if Swift had paid $20,000 to A. G. Cattell & Co., and you had put it on that memorandum, that you would not have remembered it?—A. I think very likely I should.

Q. Would you have remembered that Matthews sent over $129,000 which was entered on that memorandum if you had not seen the checks?—A. No, sir.

Q. Do you say here that you would not have remembered that $129,000 of that money was Matthews's money, unless you had seen the checks?—A. Yes, sir; it passed out of my hands altogether; it was merely handed to me to credit his account. I asked no questions, and he volunteered no information.

Q. Is not such a transaction very peculiar and different from the ordinary business in which you have been interested with him?—A. It was kept in a separate account.

Q. You kept it yourself?—A. Yes, sir; certainly. He requested it.

Q. You knew of the receipt of this money, from time to time?—A. Yes, sir; from him. He paid me.

Q. And gave you checks?—A. Yes, sir; and money.

Q. And you indorsed the checks, did you not?—A. My recollection was that the greater part of that was in money.

Q. When in checks, you indorsed them at times, did you not?—A. There is no use in going into any explanation about that, because I do not remember. My remembrance was, first, that the most of that was in money.

Q. Do you remember counting off the checks here the other day and owning up to indorsing twenty-odd checks?—A. Yes, sir; and from that fact it shows how slight the impression was on my mind, for I had forgotten all about it.

Q. That very strange circumstance you had forgotten all about until you saw those checks?—A. I think a business man had a right to put what money he had in a firm. I kept memorandum-accounts in the drawer of what money he passed in to me.

Q. That was his private account, was it not?—A. It was funds that he passed in to me to be credited to his account.

Q. That was his private account on memorandum?—A. Yes, sir; I kept the memorandum of the sums he handed me.

Q. Did you or not open account No. 2 by order of E. G. Cattell?—A. I cannot remember, but I do not think I would open an account like that without orders. I think it was by his orders that that account was kept separate.

Q. Can you not remember the object of opening that account?—A. It was never stated to me.

Q. Can you not remember the object?—A. I never knew the object. I am only telling you my impression as book-keeper.

Q. Under whose directions did you stop entering the items in account No. 2, as received?—A. I never had an itemized account of E. G. Cattell.

Q. The books show that you have?—A. The books show merely that that was a due-bill due E. G. Cattell.

Q. That is not what I am asking you; I asked you under whose direction you stopped entering the items as received on E. G. Cattell's account No. 2?—A. I do not understand your question.

Q. Turn to E. G. Cattell's account No. 2; do you not find on that account when it was first opened that it was entered *in items?*—A. Yes, sir.

Q. *Under whose directions did you stop* entering the items on that account as they were

received ?—A. The money was paid and the account was closed by his direction. The account was paid him and closed.

Q. Is there not on that same account the aggregate of these same items entered in a lump sum ?—A. It is $7,373.25.

Q. Is there not entered on this same account the amount received on the memorandum amounting to $180,000 ?—A. Yes, sir.

Q. And is not the further sum of $25,000 in a lump sum entered to the credit of that same account ?—A. Yes, sir.

Q. And a further sum of $18,000 entered to the credit of that same account in a lump sum ?—A. Yes, sir.

Q. Can you explain why that was done; that is, why you discontinued entering those sums in items on that account of Cattell No. 2, and kept the memorandum for two or three years and then entered it in a lump sum ?—A. I do not remember, but I presume it was by his directions.

By Mr. HARRIS:

Q. There appear to be two accounts upon that page under the head of E. G. Cattell No. 2, one amounting to $7,300 which is balanced and closed ?—A. Yes, sir.

Q. There is a line drawn under it ?—A. Yes, sir.

Q. Then you open again an account in which the $180,000 is credited under the same heading, but not including the previous debits and credits of the first account ?—A. That is true. The other account was closed.

Q. How many years elapsed between the closing of one account and the opening of the other ?—A. Two years and three months.

Q. You can give no reason why you could not have just as well entered on your cash-book those items as they were paid in, as to enter them upon that memorandum ?—A. I cannot see any reason at all, except that he wanted to keep that account out of his general account.

Q. State whether or not, to you, looking at it now, that does not disclose the fact that he kept one as a partner and the other account as the creditor of the firm, to be drawn out at pleasure ?—A. Yes, sir; it looks that way to me.

Q. Was there any such statement made to you at the time ?—A. No, sir.

By the CHAIRMAN:

Q. Turn to the account and see if in the account of E. G. Cattell No. 1, all of his private and personal matters, even to payment of wages to his servants, does not enter ?—A. Yes, sir; that is his general account. It is the general expense account—every dollar that he drew out of the concern was charged in his general account.

Q. Charged for his personal expenses, and for his family expenses ?—A. I do not know what he drew it out for; whatever he drew out was charged in his general account.

By Mr. HARRIS:

Q. If he drew a check payable to his servant girl would that come in there ?—A. Yes, sir; and if he wanted $100 for his own expenses it would go there. If he was short of money it would be done in that way. Whatever bills I paid are charged to his general account.

By the CHAIRMAN:

Q. That is on what I call account No. 1 ?—A. Yes, sir; and what I call general account. Whatever bills I paid for E. G. Cattell were charged in his general account, which the books will show.

Q. Are you not satisfied from inspecting the two accounts of E. G. Cattell and E. G. Cattell No. 2, that his personal or individual account is included in the account of E. G. Cattell simply, running through a period of time covered by the ledger ?—A. I cannot understand your question at all.

Q. Turn to the account of E. G. Cattell No. 2, from June 21, 1871, to the present time, and state whether there is a single item of charge entered against E. G. Cattell No. 2 ?—A. No, sir.

Q. Then his personal and individual account must have been included, at least since that period of time, in the account opened under the name of E. G. Cattell ?—A. Yes, sir.

Q. Do you mean to say that the various claims which you have mentioned as among the assets of the firm of A. G. Cattell & Co., to wit, due-bills and real estate, and stock in companies, have been purchased since the first of April, 1869 ?—A. No, sir; I did not say that.

Q. Nor do you mean to be so understood ?—A. No, sir; the books show that they have not been.

Q. Turn to your cash-account and state whether according to your cash-book that account is overdrawn ?—A. Yes, sir, certainly, it is overdrawn over $30,000, but that is corrected by a memorandum of money received from E. G. Cattell.

Q. You have already entered, have you not, upon your books, the amount of money received from E. G. Cattell ?—A. Up to this date. There is another memorandum in the

drawer. The cash-book itself shows it. It is utterly impossible for a concern to pay out $80,000 more than it receives. As these payments are made they are charged.

Q. Then, as I understand you, you have now on hand in your drawer memorandums of amounts due to E. G. Cattell?—A. Yes, sir; I can give you the exact figures.

Q. I will ask you to produce the memorandum so that we can see how you kept it?—A. It is a simple memorandum. This account in the first of the year when it was straightened out, the simple memorandum was destroyed and the other memorandum put on these papers. I do not know whether there are items on there or not, that is, whether it is itemized from the 1st of January, 1876, but if it is, I will send it to you. That money which was handed in to me was handed in by E. G. Cattell.

Q. Then this system of keeping two accounts in the name of E. G. Cattell is kept up to this date?—A. Yes, sir.

Q. Notwithstanding you find it cumbersome and annoying?—A. It does not bother me; he can do as he pleases.

PHILADELPHIA, *April* 21, 1876.

J. P. WARR recalled and examined.

By the CHAIRMAN:

Question. Have you brought with you to the committee the transcripts of the accounts requested at your last examination?—Answer. I have. The first is a transcript of the account of George M. Robeson, as it appears on the books of H. G. Cattell & Co. It is as follows.

George M. Robeson.

DR.

1869.			
July	7	To our note dated July 1, at 90 days, his order	10,000 00
		The discount $178.88 will be found paid and charged, cash-book P, folio 75.	10,000 00
Sept.	22	To our note dated September 18, at 4 months, his order	10,000 00
Oct.	18	To cash sent you, check	300 00
		To cash deposited in State bank	552 50
	23	To cash paid A. G. Cattell	1,500 00
Nov.	17	To cash deposited in State Bank { $2,000 5-20, 113, 2,260 }	2,300 00
	20	To cash deposited in State Bank { $60 interest, 127, 76.20 }	36 20
	26	To difference in 5-20s	16 30
Dec.	13	To cash deposited in State Bank { $1,000 5-20, 113, 1,130.00 / $30 interest, 123, 36.90 }	1,166 90
	31	To difference in 5 20s	9 35
			15,881 25
1870.			
March	12	To cash paid Dan'l Bodine	500 00
	14	To cash paid Noblit, Brown & Noblit's bill	601 34
	23	To cash paid Warrington, Bennett & Co. for two barrels apples	11 00
April	4	To cash paid S. Caffrey for no-top phaeton	450 00
	6	To cash deposited in State Bank	1,000 00
	30	To 221 $\frac{4}{32}$ bushels oats, at 70	154 81
May	2	To cash deposited in State Bank	1,000 00
	10	To cash deposited in State Bank	225 66
June	1	To cash deposited in State Bank	275 00
Sept.	2	To 207 $\frac{1}{32}$ bushels oats, at 65	134 57
	24	To cash	1,000 00
1871.			
Dec.	22	To cash deposited in State Bank	1,000 00
Jan'y	24	To cash deposited in State Bank	500 00
	25	To cash deposited in State Bank 9th January	500 00
March	27	To cash deposited in State Bank	500 00
Apl.	10	To cash deposited in State Bank	500 00
July	10	To cash deposited in State Bank	1,000 00
			9,352 38

CR.

1860.		
July 6	By cash	10,000 00
		10,000 00
Oct. 4	By our note dated September 18, at 4 months returned	10,000 00
15	By cash for $5,000 bonds 1.17⅝	5,881 25
		15,881 25
1870.		
Mch. 14	By cash $1,000 bond, at 109⅛	1,091 25
1871.		
Feb'y 27	By March 14, 1870, $1,500	1,636 87
June 21	By cash	1,851 72
Oct. 13	By cash	4,772 54
		9,352 38

Q. Is that all the account that appears on the books in his name?—A. Yes, sir; I also produce record of "Long Branch Cottage, No. 1, G. M. R." It is as follows:

DR. *Long Branch Cottage, No. 1.—G. M. R.*

1873.		
April 14	To paid E. J. Pitcher	$600 00
19	To paid Briggs & Coiman	175 00
23	To paid Smith & Co., carpenters	1,000 00
May 26	To our note to W. H. & E. W. McClare, dated May 15, at 4 months, account lumber	1,000 00
June 2	To paid Smith & Co., carpenters, $800 and $500	1,300 00
11	To our note to W. H. & E. W. McClare, June 6, 4 months	1,000 00
25	To sent check to E. J. Pitcher	550 00
July 3	To paid Smith & Co	500 00
9	To sent W. H. & E. W. McClare, account Smith	500 00
12	To paid Allen for furniture	96 69
15	To paid J. I. Briggs, commission	175 00
	To paid S. Kirby, grading	300 00
18	To paid taxes for 1872	8 43
24	To paid Rodding, cottage	85 00
29	To paid J. H. G. Hawes, plumbing	67 99
	To paid J. H. Peters & Co., interest	25 56
31	To paid J. C. Clark, July 3, cartage and freight on furniture	42 00
	To our note dated July 17, at 4 months, J. H. Peters & Co	1,095 34
August 8	To paid insurance Millville Insurance Company, $5,000	175 00
	To paid insurance Trade Insurance Company, $2,000	105 00
25	To paid P. M. Smith	500 00
26	To paid W. H. Westcott	86 70
	To paid E. J. Pitcher	81 68
Sept. 2	To paid Joathan Cook, July 18	86 62
	To paid P. M. Smith, July 31	426 37
	To paid G. W. Keen, August 15	40 00
6	To paid P. M. Smith, 15 July	500 00
17	To paid P. M. Smith, account stable	500 00
October 4	To sent P. M. Smith, check, account barn	100 00
8	To paid Walton Bros. for lamps	17 30
	To paid W. A. Westcott	1 60
11	To checks to S. S. Kirby, September 3	100 00
	To checks to E. J. Pitcher, September 3	44 31
	To paid W. H. Townsend	56 50
15	To paid Dennig's bill	5 89
	To paid C. H. Valentine's bill	234 62
	To paid M. Horner's bill	6 56
17	To paid A. Hance & Son	75 00
23	To paid C. B. Cole & Co.'s bill	73 20

DR. *Long Branch Cottage, No* 1.—*G. M. R.*—Continued.

1873.			
Nov.	22	To paid G. N. Torrence, pillows, bolsters, &c	$176 30
	24	To sent P. M. Smith, for extra work	82 65
	28	To paid R. J. Mowbray, wood-stove, &c	11 40
Dec.	3	To sent P. M. Smith, error in account	10 00
	16	To paid C. H. Valentine account ice-house	127 13
	17	To paid J. H. Peters & Co	39 75
	19	To paid Jonathan Cook, carriage hire	6 00
Jan.	26	To paid taxes for 1873	53 30
		To paid E. J. Pitcher, bill freight	6 70
	28	To sent C. H. Valentine for ice-house, &c	255 90
April	29	To paid A. J. Dennis's bill, April 6	5 50
May	13	To paid J. Barham & Co.'s bill	19 36
		To sent J. Cook, hauling marl, painting, &c	46 30
	24	To A. J. Dennis, on account shingling	40 00
		To George W. Keen, extra painting	22 00
June	2	To check to A. J. Dennis	65 20
	25	To paid A. J. Dennis	33 69
July	13	To paid Graham, Emlin & Passmore, one-half garden-roller	11 00
	14	To paid Felton, Ran & Libby bill, paint and oil	90 02
	27	To paid Maps & Slocum's lumber, July 4	286 90
Sept.	16	To paid, July, 21, G. W. Keen, painting	50 00
		To paid, July, 29, C. E. Patterson, Kirby claim	168 50
	23	To paid Felton, Ran & Libby bill, linseed oil	33 00
	29	To paid J. M. Vance & Co., for refrigerator	30 00
Oct.	19	To paid F. F. Coleman, rent of piano	13 34
	23	To paid J. H. Peters & Co.'s bill	32 74
	29	To paid W. W. Wygandt, October 12	9 25
	31	To paid C. H. Valentine	54 00
Nov.	23	To paid A. Hance & Son	65 00
			13,582 29

CR.

1873.			
August	5	By received J. H. Peters & Co , error in bill	60 00
Dec.	23	By received D. C. Dodd, jr., for rent	450 00
			510 00

The WITNESS. Also transcript from books of "Long Branch property." It is as follows:

Long Branch property.

DR.

1872.		
April 6	To paid our note dated December 4, at four mos., for A. Q. Keasbey	$3,150 00
17	To our note, dated April 1, at four months, for A. Q. Keasbey	2,050 25
	To note dated April 4, at four months, for A. Q. Keasbey	3,227 85
August 13	To note dated July 31, at four months, for A. Q. Keasbey	2,100 50
	To note dated August 3, at four months, for A. Q. Keasbey	3,306 28
Sept. 11	To paid note dated May 8, at four months, for A. Q. Keasbey	2,050 00
23	To our note dated September 7, at four months, for A. Q. Keasbey	2,100 00
Nov. 5	To note dated November 5, at four months, for A. Q. Keasbey	2,100 00
Dec. 5	To note dated November 23, at four mouths, for A. Q. Keasbey	2,128 16
1873.		
	To note dated November 26, at four months, for A. Q. Keasbey	3,351 84
Feb'y 11	To note dated January 27, at four months, for A. Q. Keasbey	2,161 00
May 20	To paid Jonathan Cook for grading	187 44
21	To our note dated May 10, at four months, for A. Q. Keasbey	2,053 12
	To note dated May 19, at four months, for A. Q. Keasbey	2,046 88
July 10	To note dated July 5, at four months, for A. Q. Keasbey	2,053 12
18	To paid taxes for 1872	11 76
August 30	To paid Westcott, grading	150 00
Sept. 29	To our note dated September 13, at four months, for A. Q. Keasbey	2,052 60
October 8	To paid W. A. Westcott	72 40
23	To paid C. B. Cowles & Co., bill	73 20
Nov. 10	To our note dated November 1, at four months, for A. Q. Keasbey	2,000 00
12	To paid R. V. Bruce's bill	139 00
19	To returned A. Q. Keasbey	2,000 00
Sept. 12	To paid Monmouth Beach Association	2,000 00
14	To paid installment	1,000 00

CR.

1872.		
April 12	By cash from A. Q. Keasbey	$3,150 00
August 14	By cash from A. Q. Keasbey	3,232 74
Sept. 12	By cash from A. Q. Keasbey	2,067 07
Oct. 31	By our note dated September 7, at four months, for A. Q. Keasbey, returned.	2,100 00
Nov. 14	By cash from A. Q. Keasbey	2,053 68
Dec. 5	By cash from A. Q. Keasbey	2,082 00
7	By cash from A. Q. Keasbey	3,277 84
1873.		
Jan'y 28	By our note dated November 23, at four months, for A. Q. Keasbey, returned.	2,128 16
May 29	By cash from A. Q. Keasbey	2,000 00
July 5	By our note dated May 10, at four months, for A. Q. Keasbey, returned.	2,053 12
Sept. 20	By cash for A. Q. Keasbey	2,000 00
Nov. 22	By our note dated September 13, at four months, for A. Q. Keasbey, returned.	2,052 60
	By our note dated November 1, at four months, for A. Q. Keasbey, returned.	2,000 00

Q. Referring to your cash-book, the following item appears: "Paid A. G. Cattell, deposited in State Bank at Camden, to credit of G. M. Robeson, for pair horses, $350.—A That is correct, sir. That is simply a charge to A. G. Cattell for a payment to Geo. M. Robeson, for a pair of horses for A. G. Cattell, and has nothing to do with his account.

Q. Do you mean that the horses are for Cattell?—A. Yes, sir; that is a charge to A. G. Cattell, deposited in State Bank at Camden, for credit of George M. Robeson, for pair of horses—that is a pair of horses bought from Mr. Robeson by A. G. Cattell, and the money deposited in the State Bank of Camden.

Q. I find, under date of October 5, 1872, in your cash-book, the following entry: "A. G. Cattell, received for your draft on J. L. Delano, Washington, $5,000." Who is that J. L.

Delano at Washington?—A. That I do not know. That is some prior political matter, I should judge, of which he would have to give you an explanation.

Q. Do you know who are the stockholders in the Keystone Lumber and Salt Manufacturing Company?—A. I could name some of them.

Q. Are the Messrs. A. G. Cattell & Co. stockholders?—A. Yes, sir.

Q. Do you know of anybody connected with the naval service who is a stockholder?—A. No, sir.

By Mr. HARRIS:

Q. Where is their business carried on?—A. In Michigan.

By the CHAIRMAN:

Q. Do you know whether A. G. Cattell & Co., or either one of them, hold any stock in said company in trust for any one?—A. None that I know of.

Q. What is the name of the quarry company in which they are stockholders?—A. Conshohocken.

Q. Is any one connected with the naval service a stockholder in that quarry company?—A. Not that I know of. I do not know the stockholders of that company, except that we hold stock in it.

Q. Does A. G. Cattell & Co., or either one of them, hold any stock in that company, in trust for any one?—A. None that I know of.

Q. Do not your books show since they were opened in April, 1869, that you have paid A. G. Cattell large amounts of money due him on due-bills and memoranda, some of which were dated as far back as 1864; and, if so, how much?—A. Yes, sir; there is a charge June 19, 1869, to A. G. Cattell sundry payments since April, 1864, as per due-bill, $38,039.68. The explanation of that is that those were payments made on account of A. G. Cattell, and instead of each item being charged up against him it was kept on a memorandum in the drawer.

Q. Do not the books show about the same time that a debt to you of $3,800, as clerk of the concern, was paid?—A. No, sir; it was $2,589.

Q. At the time these books were opened how much did E. G. Cattell owe?—A. $7,223.93.

Q. At the closing of those books how much was entered to his credit, and how much was drawn out by him?—A. The total amount charged to him from April 1, 1869, to April 1, 1876, is $135,182.24. He was credited from April 1, 1869, to December 16, 1875, which is the last credit, with $182,594.81.

Q. Was the principal part of that money drawn out in small sums?—A. Yes, sir; excepting the $10,000 which went into the new concern, it was all drawn out in small sums.

Q. That $10,000 was invested in the capital of the new concern?—A. Yes, sir.

Q. What amount was placed to the credit of E. G. Cattell No. 2, for the same period of time?—A. $224,121.28.

Q. When has there been any money drawn against that account?—A. There has been nothing drawn against it since it opened.

Q. How many thousand dollars are there in the memorandum to go to the credit of E. G. Cattell?—A. $85,000.

Q. That should be credited, if it was on the books, to E. G. Cattell No. 2?—A. It should be credited wherever he said.

Q. You have usually taken it from the memoranda in that way, have you not?—A. Yes, sir. If he orders it on account No. 2, I will place it there. Heretofore such sums have been passed to his credit on account No. 2.

Q. What would be the amount of the whole credit, adding that $85,000?—A. $309,921.28.

By Mr. HARRIS:

Q. State whether or not there are charges appropriate to that account of E. G. Cattell No. 2?—A. Certainly; that has all been expended in the business, as the cash-book shows. The charges are all there.

By Mr. BURLEIGH:

Q. Are those charges entered on the books?—A. Yes, sir; but the credit had not been given.

Q. Now take A. G. Cattell's account and state how it stood when you opened the books, and how it stands to-day.—A. On the 1st April, 1869, there is a credit to him of $105,539.42; he has handed in since that time $79,658.98, making a total of $185,298.40. During the same time he has drawn out $176,768.60, leaving a balance to his credit of $8,529.80.

Q. Are not the amounts that he has drawn from the firm, with the exception of $10,000 that he put in the new concern, generally in small amounts?—A. Yes, sir.

Q. Do not the credits in both accounts consist of sums of much larger amount than the sums drawn out as a rule?—A. Yes, sir; as a general thing they do.

Q. Do you know who besides E. G. Cattell has an interest in the account of E. G. Cattell No. 2?—A. I know of no one having an interest in it except E. G. Cattell himself.

Q. I notice here a memorandum, which seems to be clean and new, purporting to be a memorandum from which account No. 2 is made up. On that memorandum there is an

item of $85,800.—A The account No. 2 is not made up of this distinctive due-bill. This runs from the 1st January, 1876.

Q. What is the interest on the 1st January, 1876?—A. There is no entry at all.

Q. What is the amount then?—A. $81,800.

Q. Where did that $81,800 come from?—A. From E. G. Cattell.

Q. At that time?—A. No; as it says here, "from you at various times." The old due-bill was shown to him on the 1st January, 1876, when we fixed up our papers. It was satisfactory, and that destroyed and this started new.

Q. Did you take account of stock on the 1st of January, 1876?—A. Yes, sir.

Q. And by that paper in the drawer there was shown to be due him that amount of money?—A. No, sir; this $85,800 is the amount of money that he gave me. Up to the 1st of January, it was $81,800.

Q. Did he give you that money all at one time?—A. No, sir; he gave it to me in different sums at various times.

Q. And you kept those sums on a memorandum?—A. Precisely the same as that.

Q. Did you subtract any money from that memorandum?—A. No. sir.

Q. On that memorandum, up to the 1st day of January, 1876, did it not show from whom the various sums were received?—A. No, sir; except "received from E. G. Cattell."

Q. What means has E. G. Cattell, in keeping his sums on a memorandum in that manner, of knowing who pays him that money?—A. That is something I do not know.

Q. You merely put down the sums?—A. Yes, sir; exactly as he hands them to me.

Q. For how long have you kept that memorandum at any one time without entering the sums on your books?—A. The longest time was two years and five months.

Q. You say that memorandum was similar to the one you have lately presented to the committee, not having the name of the person from whom the amount was received?—A. Yes, sir.

Q. How large was the amount of that memorandum, which was, as you say, two years and five months old?—A. $180,017.73.

Q. Did he allow a memorandum to run on two years and five months, aggregating $181,000, without knowing or keeping a record as to from what parties it was received?—A. I do not know whether he had any record at all. I do not know his business.

Q. As far as you know, he does not know from whom he receives these sums of money?—A. I do not know anything at all about his account.

Q. Are you not his confidential clerk?—A. No, sir; I am the book-keeper of A. G. Cattell & Co.

Q. Does he not own the books and the firm, or did he not at this time?—A. Yes, sir; these represent his business.

Q. And you keep his books?—A. I keep the books of A. G. Cattell & Co.

Q. Do you understand that the actual owner of A. G. Cattell & Co. is E. G. Cattell himself?—A. Yes, sir; but you do not make the distinction which I desire you to: these sums which he paid over to me were simply distinct from our grain business. That business he managed himself entirely and alone.

Q. You do not know where he got that money from?—A. I do not know anything at all about it. He kept it from us.

Q. Did the Matthews checks go on the memoranda?—A. Those checks which you showed me must have gone on the memoranda.

Q. Has not Mr. Cattell any means of knowing how much money he has received from Matthews?—A. I do not know, indeed. I do not keep his account at all.

Q. He says that you keep his account, that you are the book-keeper, and that you can explain these things.—A. I know this much, that that money was handed to me by him, and is credited on the books. That is the extent of my knowledge of his account.

Q. Do you swear that you have never known him at any time to have made any entries on a book by which he could learn from whom this money came?—A. No, sir; I never saw him have any books nor any papers showing from whom he received that money. Whatever he has had he has kept private.

By the CHAIRMAN:

Q. Who is the confidential clerk of Mr. E. G. Cattell?—A. He has none that I know of. I know nothing myself of his private affairs whatever.

Q. With the exception of the amounts entered on the memorandum belonging to E. G. Cattell, No. 2, every item itemized has been put on the books, has it not?—A. Yes, sir.

Q. And the books have been correctly kept?—A. Yes, sir.

PHILADELPHIA, *April* 18, 1876.

IRVIN E. MAGUIRE sworn and examined.

By the CHAIRMAN:

Question. Are you now or have you recently been in the employ of either Mr. A. G. Cattell or E. G. Cattell, or A. G. Cattell & Co.?—Answer. I am in the employ of A. G. Cattell & Co.

Q. In what position?—A. As general clerk.

Q. Have you recently done any book-keeping for Mr. A. G. Cattell, sr.?—A. No, sir.

Q. Have you seen any of his books lately?—A. No, sir; he has none to my knowledge.

Q. Have you recently posted or journalized or had anything to do with the books of A. G. Cattell & Co.?—A. Yes, sir.

Q. What has that been?—A. I made out bills and account of sales, and also journalized.

Q. Up to what date?—A. I did it yesterday. There are two sets of our books. I keep the new set which you had here and returned.

Q. Those are the books of the new firm?—A. Yes, sir.

Q. You have had nothing to do with the books of the old firm?—A. I did journalize in them also and posted them.

Q. Have all the books of the firm from the year 1871 been brought before this committee?—A. So far as I know they have.

Q. Are there no other books in the possession of the firm which would give to this committee any additional information?—A. Not that I am aware of.

Q. Do the firm preserve their stub-check books?—A. Not as a general thing.

Q. Do you know whether they have preserved any of them?—A. No, I do not know that they have. Since I have had anything to do with the books, they have been thrown carelessly to one side and never any particular care taken of them.

Q. Have you seen any of them lately?—A. No, sir.

Q. Has any search been made for them?—A. I have not made any search myself. I do not know whether there has been or not.

Q. Do you know anything about the relations existing between Mr. A. G. Cattell or E. G. Cattell and the Secretary of the Navy?—A. No, sir; I know of no connection between them.

Q. Did you ever make any checks out in favor of the Secretary of the Navy, Mr. Robeson?—A. No, sir; never.

Q. Do you know whether any checks ever passed from the firm or any member of it to him?—A. No, sir.

Q. Do you know whether any notes ever passed from the firm to him?—A. No, sir.

Q. Do you remember a transaction which is referred to in a telegram dated October 4, 1873, directed to—

"PERCY WARR,
"*Care of E. G. Cattell, & Co.,*
"*North Delaware Avenue, Philadelphia:*

"Have Irvin Maguire write E. L. Stanton, receiver First National Bank, he waives protest on the two notes due 6th and 9th; all right.

"E. G. CATTELL."

A. I remember the notes. I do not remember the telegram or whether or not I wrote to Mr. Stanton. If I did write, I do not recollect what I wrote.

Q. Were you an indorser upon those notes?—A. Yes, sir.

Q. The object of that telegram was to induce you to waive protest?—A. I do not remember what the object was, or whether or not I wrote to Mr. Stanton. The whole thing had passed out of my mind. I saw that telegram in the papers, and if it had not been for the fact that I knew I had indorsed the notes I would have known nothing whatever of the telegram. In fact, I do not know whether I saw the telegram or not.

Q. If you wrote any letter was there any record of it kept; and, if so, where?—A. No, sir. If I wrote a letter it was signed by my own name, personally, and no copy or record of it kept.

Q. Whose notes were they?—A. They were notes drawn to the order of Irvin E. Maguire. I forget the amounts, but the total was $5,000. They were signed by A. G. Cattell & Co. and indorsed by me.

Q. Were they indorsed by anybody else?—A. Not that I know of. After I indorsed them I did not see them again.

Q. For what purpose did you indorse them?—A. I was told that they were accommodation-notes to raise money on by the firm; notes to be discounted; what are known as accommodation-notes.

Q. Do you know what became of the proceeds of those notes or how they were used?—A. No, sir; not any more than I was told that the entries were on our books.

Q. Can you turn to the books and trace and identify the notes?—A. I identify them on the books and find they were discounted in Washington under date of June 17, 1873, and paid, the first one October 6, 1873, and the last October 9, 1873.

Q. If paid on the day they fell due, do your books show what was the necessity of waiving protest?—A. That I do not know.

Q. Were they in fact paid then?—A. That I cannot say, positively.

Q. But your books, accepting your recitals of them as true, could show that they were paid?—A. They would show that they were paid on that day.

Q. Would your *bill-books show whether* they were taken up by renewal notes?—A. It

would show in this way: It would show our notes returned, in the first place, to cancel the old notes if they were renewed. Then the entries would go through the books as new notes altogether.

Q. Do you know whether those notes had any other indorsement upon them except your own?—A. I do not know that.

Q. Please examine your books and see whether those notes were taken up by other notes of the firm.—A. That I am hardly prepared to do. I do not know, really, how to go about it. I indorsed no other notes. Those are the only two notes that I ever remember to have indorsed.

Q. Do you know what became of these notes when taken up?—A. No, sir.

Q. Have you ever seen them since?—A. No, sir; and I know nothing of them since.

Q. Do you know the fact that either one of the senior partners of the firm kept any private books or memoranda?—A. I do not know of their keeping any at all.

Q. Do they keep any books referring to their real-estate transactions or stock operations?—A. No, sir, except as you observe the stock operations in this ledger, "gold and mining stock."

Q. Who is E. B. Purcell?—A. He is a man doing business in Manhattan, Kans. He was a friend of the Cattells years ago, and then resided at a place called Newton Hamilton, Pa. He moved from there to Kansas and conducts a general business, dealing in everything. He uses us as his bankers, depositing money with us, and draws drafts on us to pay his purchases here East. You may have observed that there are five or six different accounts under different names in that book there: Purcell & Son; Purcell No. 1, No. 2, No. 3, and Purcell, banker. They are all closed into one account. He would mark on the drafts which account he desired those drafts to be credited to.

Q. Did your firm ever make any remittances to him?—A. No, sir; there was always a credit to his favor in our books; that is, the sum-total of the account. Some of the accounts, when they were all running, would show a debit and others a credit, but the sum-total was always to his credit.

Q. Turn to an account on your ledger, "U. S. bonds," and trace it along and see from whom they were purchased and to whom they were sold.—A. I do not know anything about that.

Q. Cannot you state from whom they were purchased?—A. No, sir; it does not state on the books. I do not know anything more about that than you do, although I entered it.

Q. Can you tell, upon reference to it, to whom they were sold?—A. No, sir.

By Mr. HARRIS:

Q. Your books show "U. S. bonds" debited and John Purcell & Sons credited with a sale of $3,000 sixes of '81, at $1.14½, $3,435; of $2,000 in ten-forties, at $1.14¼, $2,225; coupons $180 and $50, equaling $230, at $1.11⅛, being a total of $256.16; making the whole, $5,916.16. Now, does that indicate a sale from Purcell to your firm or a sale from your firm in the market for Purcell's account?—A. If you want a positive answer, I do not know which it indicates.

Q. I find right under that entry, "U. S. bonds" debit and G. M. Robeson credit, $1,550, in five-twenties, at 1.09⅛, $1,636.87. Does that indicate whether it was a purchase from Robeson or a sale for Robeson's account?—A. That I do not know.

Q. I find under date of February 27, 1871, on your cash-book, that Cash is charged with U. S. coupons $180, sixes, sold for $110⅝; $50, ten-forties, at the same rate; and $90, at the same rate. Under the same date I find, "Rec'd for U. S. bonds $2,000, 10-40s, 111⅛; $1,500, 5-20 bonds, 110¾; and 3,000 sixes of '81, at $114⅝." Would not that cash account indicate that the bonds belonged to A. G. Cattell & Co. when the sale was made?—A. It looks like it.

Q. If they were not the bonds of A. G. Cattell & Co. would not the differences in price have been charged or credited to make the account right?—A. I should suppose so.

Q. Now, finding that neither Purcell nor Robeson are charged or credited with the difference between your journal or your cash-book entries, would it not indicate to you that A. G. Cattell & Co. became the owners of the bonds and entitled to the profits of the transaction, or liable for the loss, if any?—A. It looks like it.

By the CHAIRMAN:

Q. Turning to your journal, in which the bonds are mentioned as belonging to Purcell & Son and to George M. Robeson, I observe in the case of Purcell & Son it bears date, or a memorandum of date, February 25, and in the case of Mr. Robeson, March 14, 1870, both entered in your journal under the date of February 27, 1871. Do these respective dates represent the day of sale of the bonds or of their receipt, or what does it indicate?—A. You will have to ask Mr. Warr that. I really cannot tell you. He makes the original entries and I take them from that.

By Mr. BURLEIGH:

Q. Do you know that you bought or sold for Mr. Robeson any more bonds than the one there?—A. No, sir; I did not even know of the existence of that before. I find in cash-book under date of October 13, 1871, the following entry, "G. M. Robeson received from you $4,772.54."

Q. For what?—A. I do not know. I have also an entry in the cash-book, under date of October 15, 1869, "Geo. M. Robeson received for $5,000 bonds, at 117⅞, $5,881.25."

Q. Does it say United States bonds?—A. No; it simply says bonds.

By the CHAIRMAN:

Q. Mr. Robeson is credited with that?—A. Yes, sir. I have the following entry from cash-book, under date of March 14, 1870, "G. M. Robeson, received for $1,000 bonds, at 109¼, $1,091.25."

Q. That is also to the credit of Mr. Robeson, on his account?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Now look at the first item on Mr. Robeson's account on the ledger.—A. It is dated July 6, 1869. I find the entry in the cash-book July 3, 1869, "Geo. M. Robeson received from you $10,000." On the journal, under date of July 7, he is charged with our note for $10,000, dated July 1, at ninety days.

Q. Was there any interest charged?—A. It does not say; I find none charged. I find a credit of the $10,000 in cash and a charge of a note of the same amount, and that balances the account.

Q. There is no interest charged and the account is balanced, is it not?—A. The account is balanced there. If there was any interest it was entered direct in our interest-account without going into it.

Q. Look in your interest-account and see if you find any?—A. I find no interest charged.

Q. There is none charged during that time?—A. I will not say that there is nothing charged; I cannot find it.

Q. Now look in your ledger at G. M. Robeson's account; do you not find that the charge of a $10,000 note to Mr. Robeson was originally dated the 7th, and it has been obliterated so as to appear as if the note had been given to him the 1st day of July?—A. No, sir; I do not so understand it; that is nothing but a blur made by the finger.

Q. It stands there the 1st, does it not?—A. No, sir; it stands there the 7th. That is a plain 7 to me; I made it myself.

Q. Does it not have the appearance of having been scratched?—A. No, sir; it is nothing but dirt from a thumb, I presume, in turning over the pages. It was made for a 7. I have posted it as a 7, [examining at light,] but I do recognize the fact that it appears to have been scratched.

By the CHAIRMAN:

Q. Do you know anything about the purchase of a piece of land near League Island by the Messrs. Cattell or the Government?—A. No, sir.

Q. Did you never hear of any small transaction?—A. No, sir.

Q. I refer to a tract of land purchased in the State of New Jersey, near League Island?—A. No, sir.

By Mr. HARRIS:

Q. State whether you were able personally to respond to that indorsement of $5,000 if you had been called upon?—A. No, sir.

Q. Did you ever know that your note went to protest?—A. No, sir.

Q. You have stated that you did not know anything about the notes given to Mr. Robeson?—A. No, sir; that was out of my department altogether.

Q. Do you keep the bill-book of notes—the note-book?—A. No, sir.

Q. Look in that note-book and see if you find any transactions with Mr. Robeson of a recent date?—A. Yes, sir; I find two notes entered here under date, "Received March 7, 1876."

Q. Describe the notes.—A. It says here, "Received March 7, of G. M. Robeson his note dated March 2, at four months, to our order, for $5,120. Note dated March 4; four months; our order, $4,080."

Q. Can you state what those notes were given for?—A. I cannot give you a positive answer.

Q. Do the books show?—A. They would show in due course of time. I do not know whether there are any entries in the books or not. I have nothing to do either with the bills payable or receivable.

Q. Are those accommodation-notes?—A. It does not say there, but I presume they are, from the amount. I find on the journal that these notes are entered as we very frequently enter accommodation-notes; that is, from bills receivable to bills payable. They are charged to bills receivable and credited to bills payable. When we discount them we credit bills receivable and when we pay them we charge bills payable.

Q. That shows they are notes which you have got to take up?—A. Yes, sir.

Q. Do you propose to pay those notes?—A. Yes, sir; so I understand.

By Mr. HARRIS:

Q. There is no evidence that they have been discounted?—A. That I do not know. Bills receivable do not show that they have been discounted.

By Mr. BURLEIGH:

Q. But the acccount shows that the firm, when those notes become due, will pay them?—A. Yes, sir.

PHILADELPHIA, *April* 10, 1876.

A. G. CATTELL, Jr., sworn annd examined.

By the CHAIRMAN:

Question. Are you a member of the firm of A. G. Cattell & Co.?—Answer, I am.

Q. Is that the name by which the firm is known to the public?—A. Yes. A. G. Cattell & Co. is eur usual signature.

Q. Is there a firm known by the name and style of E. G. Cattell & Co., or Elijah Cattell & Co.?—A. No, sir.

Q. Who is the firm of A. G. Cattell & Co. composed of?—A. Of A. G. Cattell, E. G. Cattell, J. P. Warr, and A. G. Cattell, jr.

Q. Has any other person an interest in that firm?—A. Not of late years.

Q. What do you mean by late years?—A. For twenty-five years.

Q. In what business is that firm engaged or has it been engaged?—A. Grain, flour, feed, seeds, &c.

Q. Has it, at any time, had any connection with supplying the Navy Department of the United States?—A. To some slight extent.

Q. At what time did they become naval contractors?—A. I cannot answer that question. I have been connected with the business for seven years. I cannot answer beyond that. During the whole of that time we have done mere or less.

Q. Whereabouts are the other members of the firm at the present time?—A. I cannot answer that question positively.

Q. Are they in the city?—A. No, sir.

Q. Mr. Warr is here, is he not?—A. Yes, sir.

Q. At what time did Mr. E. G. Cattell leave the city?—A. I cannot answer that question. I was away at the time myself on a pleasure-trip, and on my return I found him absent.

Q. When did you return?—A. About a week ago. He was then absent.

Q. And you don't know where he is at the present time?—A. No, sir.

Q. Have you the books of your firm?—A. I received the subpœna on Saturday, and presented it to our book-keeper, and he has given me books which I have below. I can say that my father is on his way home, and we are looking for him here to-morrow.

Q. Do any of the officers of the Government own property in the town of Merchantville?—A. No, sir.

Q. Does not Paymaster Russell own a place there?—A. No, sir; not to my knowledge—I suppose I ought to preface my statement with one assertion, and that is, I am connected with the grain business; that has been my business, and is to-day.

Q. Do you mean to say that you have no knowledge connected with naval affairs?—A. Yes, sir.

By the CHAIRMAN:

Q. Where are your naval accounts kept?—A. There, in those books. [Produced in answer to the subpœna.]

Q. All your transactions for and on account of the Navy are kept in those books?—A. Yes, sir.

Q. The firm of A. G. Cattell & Co. have no other books than these?—A. Not to my knowledge.

By Mr. HARRIS:

Q. Has not there been a firm of the name of E. G. Cattell & Co.?—A. No, sir; not to my knowledge.

Q. Who is the book-keeper of the firm of A. G. Cattell & Co.?—A. Mr. J. P. Warr.

Q. How long has he been such?—A. About twenty years.

Q. I understand that you know nothing more about the business of the firm than is shown by these books, and know nothing about the manner of keeping these books?—A. That is so exactly.

PHILADELPHIA, *Saturday, April* 22, 1876.

DELL NOBLIT, Jr., sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of Noblit, Brown, Noblit & Co.?—Answer. I am.

Q. Are you a member of the firm of D. & J. Noblit?—A. I am.

Q. Are you a member of the firm of Noblit & Co.?—A. I am.

Q. You also conduct some business under your own name of Dell Noblit, jr., do you not?—A. I do.

Q. In either one of those firms, or with the business conducted in your own name, is there any person interested with you, directly or indirectly, in trust or otherwise, connected with the Navy Department or the naval service?—A. No, sir.

Q. Do you hold anything, whether in money or property, or bonds, or anything of value, in trust or for the use of any one connected with the naval service?—A. No, sir.

Q. Are you acquainted with Mr. J. O. Bradford, paymaster in the United States Navy?—A. Yes, sir. I have known Mr. Bradford for some years. He used to visit my father's family when I was a child. I think my brother and he studied together for the ministry. I have known him for a period of years, although I never had much intercourse with him.

Q. Do you remember the period of time, or about the period of time, that he went into the Navy as a paymaster?—A. I have no recollection about it. I did not know him well then.

Q. Do you know of any property or estate that he has outside of the income of his office?—A. I do not.

Q. Do you know that he acquired any estate by inheritance?—A. I do not know that. I do not know anything about his circumstances.

Q. One of your firms is indebted to Mr. Bradford, is it not, to a very large amount?—A. Not that I know of.

Q. Can you approximate the amount that you have received from the Navy Department since the year 1871 through your various firms?—A. I should judge in the combined names during that time I have received from $500,000 to $600,000.

Q. No larger amount than that?—A. I think not. I am speaking now simply from memory, and from my judgment in the matter I do not believe, all told, that it would reach over $600,000.

Q. Have you been interested, directly or indirectly, in any fees or commissions or payment for services received by your firm or yourself or any other person for services rendered to contractors or parties dealing with the Navy Department, or any of its agents?—A. I have no recollection of ever receiving anything in the way of commissions or fees from any contractors.

Q. Or any interest with any person who has received such fees or commissions?—A. No, sir. I have never had any one interested in any business transactions with the Government outside of my firm and myself. I have myself paid commissions for two contracts.

Q. To whom did you pay such commissions?—A. To Elijah Cattell. I suppose I have paid him somewhere in the neighborhood of $8,000 on orders which I felt satisfied he influenced in coming to the city of Philadelphia for provisions and clothing. I had often thought I would like to sell a great many more goods to the Department and to the bureau, and I took a great deal of interest in trying to sell to them. I thought the Government was a good party to sell to, and I took a great deal of interest in trying to get trade from it, and whenever the opportunity offered I would speak. During the excitement in Cuba I got some orders from the Bureau of Provisions and Clothing.

Q. Was it upon that specially that you paid Mr. Cattell?—A. Yes, sir; some orders I got from the bureaus, however, which Mr. Cattell had no interest in.

Q. Did you go to Mr. Cattell or did Mr. Cattell come to you in reference to these commissions?—A. Mr. Cattell was in the bank. He stepped in to see me, and we talked of current matters that had taken place. He kept his account there, and was in almost every day.

Q. Did he say to you that he could get those contracts or agreements turned in your direction or did you ask him to have them turned?—A. I solicited him to try. I said, "Why cannot Philadelphia furnish part of these things?" I knew New York was doing a large business, or I had every reason to suppose that from what I had heard. I did not know why Philadelphia could not get part of the Navy trade. I had been trying for many years to get a portion of the trade diverted from New York to Philadelphia.

Q. What induced you to invoke the assistance of Mr. Cattell without going directly to the Department?—A. I knew Mr. Cattell was going down to Washington very frequently, and when he went down I used to say to him, "If there is anything that you can hear of anything that is going on which is to be bid for, I would like you to look after it. Any information that you can get I should like to know, so that I can put in a proposal."

Q. You are president of the Corn Exchange Bank, and as such you are in receipt of a salary; your bank does a great deal of business; you are also a member of the firm of D. & J. Noblit, Noblit & Co., and Noblit, Brown Noblit & Co., and yet, as I understand you, you solicited this assistance from Mr. Cattell?—A. Yes, sir; I felt as if I would like to do it. I felt as if I would like to do all the business I could. If I could get any of these

bureau orders, of course I wanted to fill them. I wrote a good many letters to the Department myself.

Q. The ostensible business of E. G. Cattell or A. G. Cattell & Co. was a grain business here, was it not?—A. They were in the grain business.

Q. Did they have any other ostensible business?—A. They had their grain business, I believe, and I do not know whether they had anything special outside of it or not.

Q. Do you know the purchasing-paymaster, Mr. Russell, at this place?—A. Yes, sir.

Q. Do you know upon whose solicitation or recommendation he was appointed paymaster here?—A. The first acquaintance I had with Mr. Russell was when he was introduced to me after he was appointed. I cannot remember the name of the party who introduced me to him.

Q. Do you know upon whose recommendation he was designated for duty here?—A. I do not.

Q. Do you know, when he was relieved as purchasing-paymaster and afterward re-instated, upon whose recommendation and solicitation that re-instatement took place?—A. No, sir; I do not. I do not know that I was ever asked that question. I do not know that I ever talked the matter over with anybody. If I ever spoke of it I might have said to parties that he was a very excellent gentleman, so far as my knowledge of him went.

Q. Have you extended any accommodation to him?—A. I have loaned Mr. Russell money occasionally when he has asked for it, and it has always been paid. Every loan that I ever made to him, to my knowledge, has been paid.

Q. I notice upon your books that in September, 1874, you loaned him the sum of $600.—A. I did.

Q. That was paid, as purports to be shown on your books, on March 6, 1876. I notice further upon your books that in the credit entry which is made of that sum upon your ledger there is an erasure. I notice further that there is an erasure in the same book under loan-account occurring where the entry is made of the sum of $2,000, loaned to A. G. Cattell & Co.—A. Those two erasures I made myself. When I came to look at my loan-account, the first thing that struck me there was a credit to profit and loss of $600 to Mr. Russell. It was wrong, and I knew it because I held in my vault fifty shares of the stock of the Pennsylvania transferred with Mr. Russell's note as security for the loan, and the moment I saw it I erased it. It was a wrong entry; how it came to be made there I do not know. Who entered it to profit and loss I do not know. I however knew the fact that it was an error, and it was the same way with Mr. Cattell's account. Mr. Cattell borrowed that money from our firm just the same as I would borrow it of any other gentleman, and I charged him with it on my cash-book. It shows in both of those instances loans made to both of those gentlemen. But why they were posted into my ledger into profit and loss I do not know. I said at once "Why was this done?" and I erased it.

Q. Turning to your ledger at a date apparently contemporaneous with the loan, September 30, 1874, I find these two sums; that is to say, $600, and $2,000 charged to contingent account, and there an erasure occurs again. How do you explain that?—A. I think you will find that those two amounts under contingent account were taken from profit and loss account after that matter was erased. They were there in profit and loss account, and I did not know how to fix them or where they could be except to take them out from there. They were there in that account, which was a wrong account. They were taken from that account and put over in contingent account.

Q. Those erasures were made when?—A. Those erasures were made when I discovered the entry in the loan-account in that condition.

Q. When did you discover that?—A. I cannot tell you. I cannot say how long it has been, for I really do not know.

Q. Has it been within this past year?—A. It was within this past year.

Q. Has it not been within the last six or eight weeks?—A. It has been within the last six or eight weeks, but the time I cannot tell exactly. It is, say within a period of several weeks, that I discovered these errors.

Q. For what purpose did you happen to be looking at those accounts at that time?—A. I do not know exactly what led me first to look at the accounts. I was looking over my books to see how the accounts stood, and I knew there was a great deal of talk about the matter of investigating the Navy. I was only looking to see how my accounts stood. As I had done business with the Navy Department, I expected, of course, as a member of my firm and having done such business, that I would be called upon.

Q. Did you notify Mr. Russell that this matter was standing open and must be closed, or did he come to you? I refer to the loan of $600.—A. I notified Mr. Russell that the account was standing open.

Q. I notice in your books, further, that in several instances, at least, expense-account is charged with several items delivered to Mr. Russell. Do you know what constitutes those items?—A. I do not. I do not know of any expense-account with Mr. Russell. If there is any expense-account, if it is for money, it is an error in making it expense-account instead of a loan. There has been nothing to my knowledge.

Q. Have you at no time given any commission or made any deduction on the sales you made to Mr. Russell, inuring to his benefit?—A. No, I do not know that I have ever sold

Mr. Russell a dollar's worth of merchandise, except that I might have sold it at wholesale prices or something of that kind. I might have sold to him at trade prices as I would have sold to a jobber. I do not know but what he has always paid regular wholesale prices for merchandise.

Q. Is his account for merchandise with your various firms yet settled?—A. It was not, the last time I saw it.

Q. How long has it been standing open?—A. I cannot tell you; I did not know he had any merchandise-account against the firm until recently. I supposed all the accounts had been settled. I knew that there had been money passing and money paid for bills and merchandise, and I did not know whether they were all settled or not. I had not looked at my books. I did not know how they were. I have not been paying active attention to my business, since I have been president of the bank, for the past five years.

Q. I notice further on in your books, under date January 12, 1872, the sum of $250 to Mr. A. G. Cattell for presents. Have you any recollection of that transaction?—A. I have a recollection of this kind in reference to Mr. Cattell; that is, of agreeing to give something toward making a bridal present to Mrs. Robeson. Mr. Cattell was going to buy some present, and I contributed something for that purpose. I have no other recollection of it.

Q. I notice another charge of the sum of $500, paid to Mr. A. G. Cattell in 1874. Has that any connection with an electioneering fund?—A. It may have been an election fund for New Jersey. It may have been for that purpose. I may have subscribed for that purpose.

Q. Did you subscribe it to him?—A. I did give him some money for election purposes.

Q. How much?—A. I think that was the sum, now you bring it to my recollection. I remember giving him the money for election purposes. He was chairman of the committee getting up funds for the campaign. If my memory serves me, it was in New Jersey. He said it was the necessary expenses of the campaign. I told him I would be willing to contribute my mite for the benefit of the election.

Q. Did you ever contribute any other sums of money to A. G. Cattell or E. G. Cattell, for election purposes, or for presents?—A. Nothing to my remembrance, excepting once a hundred dollars for election purposes. That was for an election in which Mr. Cattell said that he gave a thousand dollars, which he was going to get his friends to make up. He asked me for $100, and I told him I would give it to him, and did so. When he told me he had paid the money, I gave him a check for it.

Q. Do you know of any remittances being made by or through the agency of yourself or your bank, by E. G. Cattell to Mr. Robeson?—A. No, sir.

Q. Do you know of any deposit or payment made by Mr. E. G. Cattell or A. G. Cattell & Co., or E. G. Cattell for the benefit of Mr. Robeson?—A. No, sir.

Q. Or for any person else?—A. No, sir; I know nothing of any transactions of Mr. Cattell with any of the Departments whatever. I never spoke of the matter to him. It never entered my mind to bring it in conversation. I never had any idea that there was anything of the kind. I have no data on that point at all.

Q. At the time you paid E. G. Cattell the sum of $8,000, have you any knowledge or information that that sum was to be paid by him or any part thereof to any other person?—A. No, sir; it was not all paid at once. It was paid in various sums, at different times. The $8,000 was not all given to him in any one payment.

Q. Do you know anything about the relations of E. G. Cattell or A. G. Cattell with the purchasing-paymaster at this place?—A. No, sir.

Q. Do you know anything about the relations of the company, or either member of the firm, with Mr. Bradford?—A. I know nothing whatever of that.

Q. Or with Mr. Watmough?—A. No, sir; I know nothing whatever of it.

Q. Do you know of any fees, commissions, gifts, or rewards of any nature or description being paid by any one dealing with the Navy Department to any officer, agent, or employé thereof?—A. I do not know.

Q. Do you know of any such gift, present, or reward being made by such parties to a member of the family of any one connected with the Department in any way?—A. No, sir; that is, outside of myself, I do not. I gave Mrs. Watmough a present amounting in value to about $158. I had bought a set of jewelry for my wife. I took it home and unfortunately for me she had a set. I had this on hand, and the thought struck me that I would send it to Mrs. Watmough as a present. I did not think there was anything wrong in it. It was purely a present to her of a set of jewelry.

Q. And besides that you have no recollection?—A. No, sir; not a dollar.

Q. Nor has your firm given anything?—A. No, sir; not a dollar to my knowledge or recollection. I desire to say further, referring to Mr. Russell's children, that I have occasionally given them little presents, of books, for instance.

Q. Do you know that either Mr. Bradford or Mr. Watmough or Mr. Robeson, or any one else connected with the Navy Department holds any bonds or stocks?—A. I do not know that fact.

Q. Or any other property?—A. I do not know about that. I do not know whether they have anything whatever.

By Mr. BURLEIGH:

Q. Are you an active politician?—A. No, sir.

Q. Do you always vote?—A. I generally vote, but that is all.

Q. Do you always vote?—A. I do not know whether I always even vote. I do not think I do.

Q. You do not take much interest in politics?—A. Not at all; I am no politician. Sometimes I would go to vote and sometimes I would not. If my friends happened to be around me I would go; and, if not, I did not.

Q. In making presents to A. G. Cattell, were they given with the sole view to the success of the party?—A. They were given to Mr. Cattell for electioneering purposes.

Q. What induced you to give him that money? Was it solely with a view to the success of the party, or was there some selfish motive in it?—A. I supposed it was to aid the party.

Q. Do you mean to say that there was no selfish motive in it?—A. No, sir; nothing selfish for myself, not a bit. It was only for the pure aid of the party; that was all my contributions were for.

Q. How do you reconcile that with your action in not being particular whether you voted or not?—A. Well, I am not any politician.

Q. In relation to the presents which you have made to Mr. Russell's and Mr. Watmough's families, were there no selfish motives in that?—A. Nothing whatever; it was merely friendship.

Q. Have you ever given the family of any other person connected with the service in Washington any presents?—A. No, sir; not to my knowledge. At the time I was in Washington I stopped at Mr. Watmough's house, and was treated very kindly indeed. I have known Mr. Watmough for nearly fifteen years. He invited me to his house, and took me riding round the city, and I felt as if I would like to make him a little present. He had a nice house and lived nicely.

By Mr. HARRIS:

Q. Did you know Mrs. Watmough?—A. No, sir; I never have met Mrs. Watmough. She was not at her house at the time I was there.

Q. Do you know Mr. Russell's family?—A. I have met his wife.

Q. Is Mr. Russell a man of wealth?—A. I do not know anything at all about his circumstances.

Q. You say that you have made some presents to his children. Did you make them frequently?—A. They have been out at my house two or three times, staying, perhaps, from Saturday until Monday. I have invited them there. His children are young.

Adjourned.

PHILADELPHIA, *April* 15, 1876.

CHARLES P. STRATTON sworn and examined.

By the CHAIRMAN:

Question. Are you acquainted with George M. Robeson, the present Secretary of the Navy?—Answer. I am.

Q. Do you reside in Camden, New Jersey?—A. I do.

Q. How long have you known Mr. Robeson?—A. Since about 1845.

Q. Have your relations with him been very intimate or confidential?—A. Very much so, during the last ten or twelve years, since he came to Camden.

Q. Have you had any extensive business relations with him since he has been Secretary of the Navy?—A. I never had any very extensive business with him, either before or since or at any time. In fact, I have had very little relations of that kind with him.

Q. Did you ever have any money dealings with him of any description or character?—A. I have; but not very extensive. I have loaned him money from time to time in former years, when he lived in Camden.

Q. That was, of course, prior to his becoming Secretary of the Navy?—A. Yes, sir.

Q. Have you received money from him since he has been Secretary of the Navy for any purpose?—A. Yes, sir.

Q. State to the committee for what purpose?—A. I received money from him in the fall of 1874 to be used for political purposes in the State of New Jersey. I received money from him again in 1875; that is all.

Q. Is that all the money that you have received from him since he has been Secretary of the Navy for any purpose whatever?—A. Yes, sir.

Q. Did you ever receive any money for the use or benefit of Mr. Robeson from Mr. A. G. Cattell or from E. G. Cattell?—A. Mr. Robeson gave me some money last fall, a year ago; I think it was mainly in cash. There was, however, a check of E. G. Cattell on A. G. Cattell & Co. or A. G. Cattell alone, I do not know which it was. That was among the moneys that I received.

Q. Do you remember the size of that check?—A. No, sir; I cannot tell whether it was 1,000 or $1,500 or $2,000. I think it was one of those sums. I have simply a recollection at there was such a check.

Q. Can you not say whether that was the check of A. G. Cattell & Co. or A. G. Cattell one?—A. I cannot tell that; I think it was given in 1874.

Q. Do you remember receiving a check from either the firm of A. G. Cattell & Co., A. . Cattell, or E. G. Cattell, other than this check which you have named?—A. That is the ly one that I remember to have received.

Q. Did you ever recive a check from any other person for the use and benefit of Mr. Robe- on?—A. I never did.

Q. Or to be used under his direction or control?—A. No, sir.

Q. Has he ever given any direction to you to receive money or dispose of money received om any person whatever?—A. No, sir.

Q. How much money came into your hands for political purposes at the times you refer to? -A. In 1874 I cannot say exactly, but it seems to me it was in the neighborhood of $5,000. 1 1873 it was not so much. I think it was not over $3,000, although, perhaps, it might ave been more. The first sum I mentioned may have been larger; but not much larger.

Q. How much was it in 1875?—A. In 1875 I think it was $5,000—it may have been a tle more; I do not remember exactly.

Q. Is the single instance of which you have spoken, the only instance that you have re- eived money from the Cattells?—A. Yes, sir; that is the only instance.

Q. Does Mr. Robeson keep a bank-account with the Safe Deposit Company, of which you e a director?—A. No, sir; he never had any money there.

Q. Do you know what property Mr. Robeson owned at the time he became Secretary of e Navy?—A. He owned a house at the corner of Second and Penn streets, in Camden, and so one in Third street, in which his mother lives; what other property he owned I do not now.

Q. The first piece of property to which you refer is the house in which his brother-in-law, r. Price, lives, is it not?—A. Yes, sir.

Q. And the sums of money to which you have referred were to be used for political pur- oses alone?—A. Altogether.

Q. For some individual, or for the benefit of his party?—A. They were to be used for the enefit of the party. In 1874 the Secretary had his own personal object to accomplish. The oney was put into my hands, although I did not want it. He preferred to give it to me. e thought it would then be fairly disbursed.

Q. Was that sum of money disbursed in the State election?—A. Yes, sir.

Q. Was any of it disbursed after the members of the legislature were elected?—A. No, sir; was all gone when election-night came. I gave it to prominent politicians throughout the istrict; men who were running for the legislature, throughout the first congressional dis- ict generally, I think. I cannot tell what became of it all, but it went into the hands of eople who ran for the legislature generally, or to their friends.

By Mr. HARRIS:

Q. What relation did you hold to the republican party in your party organizations?—A. did not hold any. I was not a member of any executive committee of the party.

Q. Were you in conference with the executive committees of the party?—A. I was.

Q. Did you inform them that you had money to be used for party purposes?—A. Yes, r: the prominent men all knew it.

Q. Did you take the direction of the leaders of the organization as to the disbursement of e money?—A. Yes, sir; entirely. I do not know that the secretary ever made a sugges- on as to whom it should go, except that it should be well used for the purpose for which was given.

Q. Was any of it spent for bribery?—A. Not a dollar, as far as I know. I did not, of urse, attend to the disbursement of small sums.

Q. You said that the Secretary had his own purpose to accomplish during the campaign 1874. What did you mean by that remark?—A. Everybody knows that the Secretary as aspiring at that time, in the fall of 1874, to the United States Senate, and if the legisla- re had been republican, he undoubtedly would have been a candidate.

Q. What was done with the money in 1875?—A. It was spent in the same way; it went r the general good of the party.

Q. Was the Secretary then aspiring to the Senate?—A. No; he had no ax to grind then at I know of. He merely gave it as a prominent man of the party in the State.

Q. Were there other contributions by other men in the party?—A. Yes, sir.

Q. And large sums of money were expended on those elections throughout the State?—A. es, sir; a great deal of money.

Q. Did you yourself contribute?—A. No; nothing of any account. I never do contribute ny sum of magnitude.

Q. Are you a republican?—A. I am.

Q. Were you informed by the Secretary that that was his own personal contribution, or at it was given by *other parties?—A. He gave it to me as his own money, to be used in e political canvass then pending.*

Q. Did you not understand from him, further, that it had been made up to him by other people?—A. Not at all. He said he would rather give the money to me than to give it to the local committees. I distributed it all.

Q. Did you go about the district?—A. No, sir; I never left my office.

By the CHAIRMAN:

Q. Do you hold a public position?—A. I am judge of the court of common pleas.

Q. Have not your relations with the Secretary been of the most intimate and confidential character?—A. I think they have.

Q. In addition, have you not from time to time made out lists of men to be employed in the navy-yard at Philadelphia?—A. Yes, sir.

Q. And forwarded those lists to the Secretary?—A. I have—perhaps not lists, but two or three names at a time, and sometimes perhaps half a dozen.

Q. And the reply has come to you directly to see the officers of the yard, and have the men put on?—A. No, sir; they generally sent an order direct to the men who were to be employed. Men about there have been in the habit of coming to me, and have for years, and to Mr. A. C. Scovel, and three or four other prominent men around there.

Q. Have you not gone over to the navy-yard yourself and said to the officers of the yard that you had information from the Secretary that these men, a list of whose names you had, were directed to be employed?—A. No, sir; I do not think I have been at the navy-yard but once in ten years.

Q. Have you not written such notes or letters to them?—A. I do not think I have; I do not recollect of any such thing.

Q. At any time when you may have recommended parties to be employed, have you mentioned to the Secretary of the Navy that it was to the interest of the party that such men should be employed?—A. I do not know that I ever have; it is possible that I may have done so, although I did not generally do that. I have said such and such a man wants to be employed, and I have written those letters, hundreds of them, in the most formal way. A large proportion of them never received any attention.

By Mr. HARRIS:

Q. You said some time ago that for years you and certain other gentlemen had been applied to; you were interrupted just then and did not quite finish your sentence. What were you going to say?—A. I hardly recollect; the Messrs. Scovel had been applied to and Mr. Battles and Captain Lee, the postmaster.

Q. What have you been applied to for?—A. For letters for persons to be employed in the navy-yard—to sign petitions or recommendations.

Q. Have you taken pains to know whether these men were competent for the position they sought?—A. Sometimes I have; I never recommended anybody that I did not think was competent, at least in such a way that I thought it would amount to anything. I signed a great many recommendations of that kind as a matter of course, but the parties generally came to me recommended. I have always made an effort in recommending persons to recommend suitable persons.

Q. You had two systems, had you not; if you really wanted a man you wrote a private letter to the Secretary, and if you did not you signed a petition?—A. Well, yes; petitions are never expected to amount to anything, and the private letters sometimes did and more frequently did not.

Q. Were you more successful in putting in men than your associates whom you have named?—A. No, I do not think so; it has only been within the last year or two that I have been at all successful.

Q. Did you do such things before Secretary Robeson was made Secretary of the Navy?—A. No, sir; I presume we never should have had applications from our side of the river but from the fact that the Secretary came from Camden, and that encouraged every ship-carpenter, laborer, painter, or calker; and all of that description of employés, to try to get into the navy-yard. The result was, that there was a continual application on the part of those people to get there.

By the CHAIRMAN:

Q. Have you ever been interested in any claim put through the Navy Department?—A. Yes, sir; one claim.

Q. What was that?—A. The man's name was Stitz. or Stiles, who owned the claim originally, but it was put into my hands by Jim Scovel, of Camden; he said it belonged to a friend or client of his, and he asked me if I would use my influence with the Secretary to get it paid; he thought it was a just claim, and that it ought to have been paid years before, and he desired to have it presented. I was rather reluctant to do so, but I ultimately filed the application. I never expected much would come of it, but it was paid in the course of a year, I think.

Q. What was that claim for?—A. It was for iron-work of some description furnished to the navy-yard, I think, during the war; along about 1863 or 1864.

Q. Was that a claim under the provisions of the law that entitled contractors with the Government to increased compensation?—A. I rather think it was not.

Q. Do you remember the name of the original contractor?—A. I think, as I have said, that it was Stitz or Stiles.

Q. What year was it paid in?—A. It was not very long after the Secretary became Secretary of the Navy that I made the application. I think it was paid within a year or two of that time. I do not remember exactly when he went there, but I think it was paid either in 1869 or 1870.

By Mr. HARRIS:

Q. How large a claim was it?—A. I do not remember exactly; I think it was about $2,000.

Q. What compensation did you receive?—A. I do not remember that distinctly, but I made the bargain with Scovel, and I think I was to get $600; I think that is what I received.

Q. Have you been interested in any other claim?—A. No. sir.

Q. Have you been interested in any contracts?—A. No, sir.

Q. Have you ever received any fees or commissions from any contracts or agreements with the Navy Department?—A. No, sir.

Q. Have you ever aided or assisted in putting through such?—A. No, sir.

Q. Do you know of any officer of the Navy Department, or connected with the naval service in any way, receiving any fees, or commissions, or gift, or presents?—A. I do not. You have spoken about my assisting in getting men work; I think I got some work for a concern over in Camden. I think it was procured through my solicitation; it was the firm of Wood & Dialogue, machine-men and iron-workers over there. Mr. Wood came to me some two years ago, perhaps, and said he had been trying to get some work from the Navy Department; that they had an establishment there capable of doing work, and he thought it rather hard that the Secretary did not do anything for them; he asked me if I would not interest myself in their behalf, and if I could not get them something, saying they were a Camden concern and that the Secretary ought to give them a little work. I did speak to the Secretary about it quite recently, and shortly afterward, I think as the result of my application to him, they did get some work. I understood that they got about $30,000 or $40,000 worth of machine-work. But when Mr. Wood was talking with me, he said he wanted to talk with me as a professional gentleman, and wanted to employ me about the matter, desiring me to act as his advocate in presenting his claim. I did so, and he got that amount of work. It may have been due to mv efforts or may not, and I do not know about that; I have, however, never heard from him in the way of remuneration from that day to this, although I thought it would have been a fair thing for him to have compensated me. We made no agreement, nor have I ever asked him for any money, nor has he ever paid me any.

By Mr. HARRIS:

Q. Have you ever charged him anything?—A. No, sir.

By the CHAIRMAN:

Q. Have you called upon him in reference to it in any way?—A. No, sir; I thought if he did not see fit to pay me, he need not do it; it may have been that I did not get the work for him; I do not know that.

Q. How long since did this occur?—A. It is about two years ago, I think.

Q. Was that pending the election in 1874?—A. No, sir; I don't think it was until after the election. It was before that time that he came to me—along through the preceding summer, I think. I don't think he got his work until the following winter.

Q. State if the securing of that contract for Wood & Dialogue had anything to do with the pending election in the State?—A. Not the remotest connection, so far as I thought at the time or believed.

Q. Is that the only contract that they have ever had with the Navy Department?—A. So far as I know, it is. Somebody told me, and I saw it so stated in the paper, that they were rebuilding the old Constitution, but I do not know anything about it, except as I hear it.

Q. The old Constitution is at their yard, is she not?—A. Yes, sir.

Q. Do you know any fact or circumstance that will aid this committee in the investigation in which they are engaged, to wit, the detection of errors, abuses, or frauds in the naval service?—A. I do not; I have told you all that I know. With respect to this Stitz claim, I would like to say that after Mr. Robeson was made Secretary of the Navy, people knowing that I had been intimate with him thought probably that they could reach him through me, and a good many applications were made by persons desiring to get this, that or the other thing introduced into the Navy Department—ship's pumps, patent blocks, and all sorts of naval contrivances; and, occasionally, when such applications came from a client or friend, I have written in their behalf, but I never got a favorable response, and never heard of any of those things. When this claim was left with me by Scovel, I had no expectation that anything would result from it, and I never saw the Secretary about it. I wrote a letter and presented it, and it is possible I may have spoken to him casually about it when I saw him, but I never pressed the thing or pushed it at all. Some time afterward, and it may have been six months or longer, I saw him in New York or on the cars and asked him about the

claim, if it had been investigated or if he had forgotten it. He said that he had it looked into, and he was inclined to believe it was a good claim and would be paid. I was somewhat surprised, and after that I followed it up, and the result was I got the money. I never pressed the claim. Mr. Scovel was a great deal more active about it than I was. He wrote letters continually about it to the Secretary of the Navy and to the heads of bureaus.

Q. What other service, except seeing the Secretary of the Navy and writing to him, did you perform in connection with that claim?—A. I did not do anything at all, except to speak to him, as I may have met him. I did not give myself very much trouble about it. I presume that it was a claim which was paid upon its merits, for I do not think there was any outside influence that had much to do with it.

By Mr. HARRIS:

Q. You have been asked what property the Secretary had when he became Secretary, in Camden: do you know whether he has any more property now?—A. I do not; I do not know of an investment that he has made since he became Secretary of the Navy.

PHILADELPHIA, *April* 10, 1876.

JOHN NOBLITT sworn and examined.

By the CHAIRMAN:

Question. Were you at any time a member of the firm of Noblitt, Brown & Co., or of D. & J. Noblitt?—Answer. Yes; I am a member of the firm of D. & J. Noblitt.

Q. State how long you have been associated with that firm.—A. The firm of D. & J. Noblitt commenced in January, 1850.

Q. Has it been in existence ever since?—A. Yes; and it is in existence now. The firm of Noblitt, Brown & Noblitt commenced in 1856. That was composed of D. and J. Noblitt and Mr. Brown.

Q. Was there any other firm in which either Del. Noblitt or yourself were members?—A. No, sir; not at that time.

Q. Has there been since?—A. My brother is the president of the Corn Exchange Bank, and our business got jumbled up a good bit by having so many firm-names. My brother, in contradistinction from all other firms, and to separate our business, took out a license in the name of Noblitt & Co. I think that was about two years ago. Some business has been done in that name, especially business in connection with the Navy.

By Mr. HARRIS:

Q. How long did the firm of Noblitt, Brown & Noblitt continue?—A. It is in existence yet, but I drew out of it and put a younger brother in my place.

By the CHAIRMAN:

Q. When did you draw out of the firm of Noblitt, Brown & Noblitt?—A. I think in 1865 or 1866. I had a younger brother and gave him my place.

Q. Have you any means of telling this committee the extent of your business with the Navy under the various firm-names since the year 1871?—A. No, sir. I can make a guess at the business of D. & J. Noblitt in connection with the Navy. We did a very considerable business. I should suppose that altogether from 1871—from the four years from 1871 up to a year ago—we might have done three or four hundred thousand dollars' worth of business. Some of that was done during the Cuban excitement. That amount would be shown by our books. During the Cuban excitement, when there was a very considerable amount purchased, we furnished a good deal of material, especially provisions and clothing. We might have furnished something over a hundred and fifty thousand dollars' worth of provisions and clothing for this yard. I do not know that we have done any business with the Navy in the past year, with the exception of one transaction, of some iron that I bought myself, individually.

Q. What is Mr. Brown's full name?—A. Willard S. Brown.

Q. Were any other persons interested with you in these contracts?—A. No, sir; none whatever. We never had anybody associated with any of our business but ourselves. We commenced doing business with the Navy Department in 1853. We have done business under all the different administrations up to this time, and I do not think anybody is more familiar with the Navy wants than we are, from our long experience.

Q. You spoke of your firm supplying to the extent of three or four hundred thousand dollars?—A. Yes; in the four years from 1871

Q. Do you mean to confine yourself to one firm, or to all the firms?—A. My brother has done business himself with the navy-yard—that is, Del Noblitt, jr.—and sometimes he has done it in his own name, and sometimes Noblitt & Co. He does business for himself, and is interested in a great many things, and it was for that reason that he thought it would be better to drop that Noblitt & Co. firm, so as not to mix up our correspondence.

Q. Let us understand each other. You were of the firm of D. & J. Noblitt, and then there was Noblitt, Brown, Noblitt & Co.?—A. Yes; that was the firm after I drew out. Some of the clerks were taken in as partners.

Q. When you speak of some three or four hundred thousand dollars, do you mean that that was the extent furnished by those various firms?—A. No; not of Noblitt, Brown, Noblitt & Co. I do not know what they furnished. They furnished a good deal of material in that time, but I have not an idea of that.

By Mr. HARRIS:

Q. There was D. & J. Noblitt, and then there was Noblitt, Brown & Noblitt, then you drew out and it became Noblitt, Brown, Noblitt & Co. Now was there a Noblitt & Co.?—A. There is a Noblitt & Co., and we have done some business with the Navy in that name, and my brother, individually, has done business in that name.

By Mr. JONES:

Q. Who is the firm Noblitt & Co.?—A. My brother is the party who runs that firm. I have had no connection with it for a year.

By the CHAIRMAN:

Q. You do not know who the company is?—A. No, sir; I do not think there is anybody but himself. He took out the license and showed it to me at that time.

Q. Mr. Del. Noblitt is the president of the Corn Exchange Bank?—A. Yes, sir; I have no idea anybody was with him, except in a transaction he and I had. A license was taken out. We then put our business in the name of Noblitt & Co., instead of D. & J. Noblitt, for the time I remained doing that business. I have not done any Navy business in connection with the firm for a year, except that I have had a transaction of my own, which I will explain hereafter.

Q. How come you to retire from the firm of Noblitt & Co.?—A. My brother and I had some little differences, and I thought I would not continue in any business, except the manufacturing business in which he and I were interested. I run the factory and give my whole attention to that.

Q. State if the difference between you gentlemen did not originate or culminate in a vinegar transaction?—A. I can state in regard to that, that did make one of the difficulties. I had loaned money frequently to a party in this town, named Power. He was in the vinegar business. I used to take vinegar as collateral security for the payment of the loans. He would give me his notes, and when they came due they would be paid, or sometimes I would have them extended. The whole note was $1,800. The man was in financial troubles, and I was very anxious to sell the vinegar, so as not to carry it too long. He offered me the vinegar very low, and asked me if I could not sell it to the Navy Department. I told him I would try to do so. I spoke to my brother, saying I wished we could sell that vinegar or Power's, for the reason that I did not like to be carrying it any more. It was a very superior lot of cider-vinegar, and I thought it would be an advantage to the Government to buy it, even to carry it, as it was offered very low. My brother said he would try and see what he could do. He was intimate with the gentlemen connected with the Navy; Mr. Watmough, I think, was the chief of the division. I believe they made an arrangement to take that vinegar. It was supplied. The transaction had occurred and transpired before I knew anything about it. I felt somewhat offended at my brother, and so expressed myself, that he had made the arrangement without my knowledge, and I thought he did not treat me with courtesy in the matter, and I took offense, and as brothers sometimes get on a pretty high talk, it culminated in my saying I would not have anything more to do do with it. "Go on and do the Navy business yourself."

Q. What could you have got this vinegar at and sold it, turning it over from Mr. Powers?—A. As near as I can recollect, he said to me at the time that he made me the offer, "It you can take that vinegar from me now, so that I can pay your debt, (and the note was then maturing within a few days,) I will sell it to you at 20 cents a gallon, without casks." The Government requires a certain standard of cask made to order to hold so many gallons, with a galvanized hoop on, making a very expensive cask. We supplied one lot during the Cuban excitement, and we had to get those kind of packages. As near as I can recollect now, speaking from memory, the casks cost some ten or fifteen cents a gallon. That, of course, added to the price of the vinegar. I could have got it at 20 cents at that time. What it was sold to the Government at I do not know, or what it was bought for I do not know.

Q. It was a transaction that was kept from you?—A. Yes; I had nothing to do with it.

Q. Did you take any part, or was the question of profit reported to you?—A. No, sir; I never asked my brother. I might be a little stiff and stubborn, but I never asked him what he got for it, and to this day I do not know that fact.

Q. Who has possession of the books of the various firms of which you speak?—A. Our books are kept at the bank. One of the clerks has charge of them.

Q. What is the name of that clerk?—A. Mr. Witherup.

Q. You are not able to *tell any particular* transaction that you have had with the Navy

Department without reference to those books, are you?—A. Yes; I could tell if my mind was called to any particular point.

Q. Do you remember the quantity of beef that you supplied to the Navy Department during the Virginius excitement—how many barrels or half barrels was it?—A. I think we supplied 500 barrels of beef and 500 barrels of pork.

Q. Do you remember whether about that time you supplied any clothing?—A. Yes, sir.

Q. Do you remember the quantity or prices?—A. No, sir.

Q. Do you remember supplying beans at that time?—A, Yes; we supplied a large quantity of beans.

Q. Do you remember supplying coffee and sugar?—A. Yes, sir.

Q. Do you remember the prices at which you delivered them?—A. No, sir; I cannot remember those things. I remember in regard to this transaction, after we put them all in we could have sold them for a great deal more than we got, because I made the proposition after the trouble was over to take the beans, sugar, and molasses all back, and would have been very glad to do so, because then there was a large advance on them. I know they all advanced afterward.

Q. Do you remember the prices you charged the Navy Department for the coffee which you delivered?—A. As near as I can recollect now, and I may be two or three cents out of the way, it seems to me it was about thirty-one or thirty-two cents. That is only from memory, of course.

Q. Do you remember the quantity and price of the teas that you delivered?—A. I think the tea was forty-two or forty-five cents.

Q. Was not it fifty cents?—A. I am not sure of that. I cannot remember. It might have been fifty cents.

Q. Do you remember supplying, from time to time, a large quantity of satinet?—A. Yes, sir; that was one order that took a good while to be executed. I think it was 30,000 yards that we had made to order.

Q. Do you remember how much the quantity that you furnished was in excess of the order which you obtained first from the Department?—A. There was some. I do not remember what amount. It might have been four hundred or five hundred yards. The manufacturer had it all in his looms, and had a good many running on it, and by the time he had the order filled every loom had some cloth in, and he made the request that we would, if possible, allow him to furnish all that was in the looms. We made application and succeeded in allowing the excess to be furnished. It was to accommodate the contractor. We had a great many looms on hand and they all had warps, and were driving away on them. He could not make an accurate calculation, of course, as to the exact quantity.

Q. Do I understand you to say what quantity was in excess?—A. I say I think perhaps four hundred or five hundred yards, although I am not sure of that.

Q. Do you remember the time at which the order for satinet was given?—A. It was given at the time when we were taking orders from the Department for these supplies on account of the Cuban excitement.

Q. When you came to deliver the excess do you remember how many months that was after the Virginius excitement?—A. As near as I can recollect from memory now, that order it seems to me was given about December, but I do not think it was completed before March or April. The excitement was over by the time we got the order all delivered.

Q. Did your firm or either one of them pay any commissions to any person for or on account of these contracts in any way?—A. Mr. Elijah Cattell had rendered services at different times for us, especially at the time that these supplies were furnished for provisions and clothing. It was in this way: The Philadelphia navy-yard had never furnished provision and clothing. New York had been the headquarters for all that sort of thing. We Philadelphians were very anxious to get a share of the provision and clothing, which we thought we could furnish as well as New York and as cheap, and we solicited Mr. Cattell if he could use his influence at all with the Navy, the bureau especially, that he should do so. We made the point that Mr. Watmough was a Philadelphian, and we thought he felt interested enough, if his attention could be called to it, to have some of this provision and clothing turned over to Philadelphia and not all to New York. We learned that they were piling in goods very largely in New York and nothing was coming here. Mr. Cattell did use his influence and some orders came here from the bureau to the paymaster, Mr. Fulton, to make purchases of a certain amount of goods. That is the way in which we had this satinet ordered. After all these transactions were over we loaned Mr. Cattell $2,000, which stands on our books as a loan yet. We have not collected it, and we have not asked him for it, and he has not talked about paying it. It was a loan. It was no commission on rates or anything of that kind. I do not know what you could consider that. I will say at the same time that a great many transactions in the way of borrowing and loaning money have occurred between the Cattells and us for years. We have borrowed a good deal of money from them, and they have borrowed money from us. We, however, never had any transaction offering or promising Mr. Cattell any commissions for anything that he did. As I say, he did interest himself to get an order turned to Philadelphia and diverted from New York for supplies of provisions and clothing.

Q. Did your firm solicit his influence in that direction?—A. We asked him if he could

not, in conversation with Mr. Watmough, if he saw him, get him to turn over some orders to Philadelphia. We knew that Mr. Elijah Cattell seemed to be personally acquainted with everybody in connection with the Navy, and if he could do anything in that way to divert trade from New York, we wanted to get it.

Q. Did he undertake to use that influence?—A. I cannot say, except that I know that orders came from the chief of the bureau to the paymaster here. A requisition came to make purchases.

Q. State if prior to that time you had furnished any provisions and clothing.—A. No, sir. We might, during the years that we were doing business, occasionally have filled an order for some deficiency that might have happened to occur in the supply at the yard, although I do not remember distinctly. We might have done so, because our business was very general with the Navy.

Q. State if after that conversation with Mr. Cattell your business did not largely increase with the Navy Department.—A. No, sir; except in these articles of provision and clothing. We did probably from $150,000 to $175,000 worth of business in a space, maybe, of those four months, including this satinet. That was provisions, clothing, beans, coffee, sugar, drawers, &c. We bought the other articles and had to have the drawers and cassinette made of a certain quality and standing.

Q. Is that the only loan which you have made to Mr. Cattell on account of that transaction?—A. Yes, sir.

Q. Or to either one of them?—A. Yes; that is, to the best of my knowledge. So far as I know, that is the only transaction. We have made loans to the Cattells, and we have borrowed money from them. Our cash-book shows we have borrowed and loaned at different times, but nothing at all connected with any Navy transaction; only as accommodation to one another.

Q. How as to this particular transaction, to which you refer, of $2,000?—A. That stands on our books as not paid.

Q. Is that in the shape of a note?—A. No, sir.

Q. It was an open loan?—A. Yes, sir. I do not know whether we had any obligation for it or not. We may have a due-bill. My brother has our papers of that kind. I do not know whether he has one or not. I look upon it as one of those things that if he did not pay we would not ask for.

Q. State to this committee how it comes that you regard that as a loan? What was the understanding, if any, or agreement come to between the parties? Was it like, "See here, I want to borrow the sum of $2,000," and the other party to return it at his convenience, or anything of that kind, or was it just your check passed to him for that amount?—A. It was simply in this way; "I should like to have $2,000." That is the way we did business with one another. I remember at one time when we wanted $5,000 we were sitting in the bank, and I was saying to my brother that we wanted some money. Mr. Cattell came in, and said I, "Elijah, have you got any money?" He said, "Yes." I said, "I would like to have $5,000; can you let me have it?" He said he could for about a week, and he gave me a check for that; and on another occasion I got $3,000 from him in the same way. When he got this $2,000 it was not made direct with me, but with my brother. I only remember that when I looked at our cash-book I saw an entry of $2,000 loaned to Mr. Cattell.

By Mr. HARRIS:

Q. Does it say "loaned?"—A. Yes, and that stands open.

By the CHAIRMAN:

Q. How long since has that been?—A. I think it must have been two years ago; it was eighteen months or two years ago.

Q. Were there any other loans made by you to any other parties for their influence or supposed influence with the Department?—A. One day during the last four years we loaned Mr. Russell, the paymaster, $600; he was very short on one occasion and wanted money very badly, and my brother and I loaned him $600; that loan was paid in the course of perhaps a year. He paid it back to us with interest; he is the only party connected with the Navy to whom we have ever made a loan of money.

Q. Do you know of any sales of property of any kind made by any of the members of your firm to Mr. Russell, or to any one connected with the naval service here?—A. No, sir.

Q. Or of merchandise?—A. No, sir; Noblitt, Brown & Noblitt may have sold furniture; they supply all officers of the Navy with anything they want; they supply from what they call the general upholstery. The regular business of David J. Noblitt is hair-cloth manufacturing.

Q. What is the regular business of Noblitt, Brown & Co.?—A. Their business is what is called cabinet-findings and upholstery goods—all kinds of upholstering materials—anything that is used on cloths or furniture; cabinet-findings embraces a great variety of hardware and looking-glass, and material for furnishing; all the mountings on furniture, knobs, locks, keys, hinges; the variety consists of probably a thousand articles.

Q. They are not dealers in groceries or clothing, are they?—A. No, sir.

Department without reference to those books, are you?—A. Yes: ods, in the Navy!—A. e Navy in 1853, and we was called to any particular point.

Q. Do you remember the quantity of beef that you sup- usiness then; then we got during the Virginius excitement—how many barrels or half quired. We furnished those re, metals, and for a while the supplied 500 barrels of beef and 500 barrels of pork. the dealers would not sell them

Q. Do you remember whether about that time you su into the copper business without

Q. Do you remember the quantity or prices?—A. N ne Government; we, in that way, got

Q. Do you remember supplying beans at that t made us thoroughly posted. Whenever quantity of beans. re done so.

Q. Do you remember supplying coffee and sr ade to officials connected with the Navy,

Q. Do you remember the prices at which rd?—A. No, sir. remember those things. I remember in re —A. No, sir. we could have sold them for a great deal racting debts with your firm, or for which your after the trouble was over to take the b , as I say, more or less people, from the commo- been very glad to do so, because the of the navy-yard, have dealt with our store, and all advanced afterward. they have never paid, like a great many other cus-

Q. Do you remember the prices some of that kind of debts yet; they owe David J. you delivered?—A. As near as re Noblitt, Brown & Noblitt something; that I do not the way, it seems to me it w memory, of course.

Q. Do you remember th with such men to let them have such goods as the firm the tea was forty-two or below the retail price, or do you know that the firm of Noblitt, arrangement?—A. No, sir; I do not know of any such ar-

Q. Was not it fifty with all these people in connection with the Navy naturally have been fifty cents to our store, for whatever they wanted, and some of them have

Q. Do you reme some have not. sir; that was or whose recommendation Paymaster Russell was continued at this yards that we h

Q. Do you r it in any way, directly or indirectly?—A. Not to my knowledge. order which was up here, and he was transferred to the navy-yard as paymaster there. ber what an brought here and put in our office in Philadelphia, where he remained but a turer had i got leave of absence. I believe he was going to get married. I think order fille Russell was then retransferred from the yard to the office, but I do not ble, allov influence. allowin

Q. Mr. Fulton's office was kept in your building, was it not?—A. No, sir. great r Was it near there?—A. No, sir; he kept it where it is at present. He succeeded coul office. Mr. Fulton continued the same office, and when he left, Russell succeeded him again. Mr. Fulton was paymaster during the time we were furnishing those for articles of provisions and clothing. His orders came to him from New York. We did not know him until we were introduced to him there. We have done a good deal of business with the Navy, and know more about the Navy wants than anybody else; and when we go into competition with anybody we generally get what we want. We get the contract whether we make anything on it or not.

By Mr. JONES:

Q. Did I understand you to say that some of the Navy people do owe you now?—A. I said they might. I don't know that.

Q. Are you not aware that you can collect a bill of a man in the Navy?—A. Yes: the same as you can from anybody. I say some of them may owe—some of those mechanics down there, who were in the yard, or had been in the yard, may owe some bills. As I have said, nearly every one connected with the Navy would come to our store and buy, from the commodore down to the mechanics, because they became acquainted with us from our doing business with the navy-yard. I cannot really say that any of them owe us, although I expect they do.

By Mr. HARRIS:

Q. You spoke of a little difficulty having occurred between yourself and your brother about the vinegar.—A. Yes, sir.

Q. Was it or not upon the ground that you thought he made a profit on that vinegar which you thought legitimately belonged to you?—A. No, sir; it was on the ground that he had taken this transaction upon himself, as it were, without consulting me, or my having anything to do in the matter.

Q. As I understand, the man who owned the vinegar had placed it in your hands as collateral?—A. Yes; I had loaned him money personally.

Q. He asked you to sell it to the Navy?—A. Yes, sir.

Q. And he offered it for 20 cents a gallon in the casks which then held it?—A. No, sir; the vinegar without casks.

Q. You mentioned to your brother that you would like to have him s e if he could not sell it to the Navy?—A. Yes, sir.

Q. He did sell it, as I understand?—A. Yes, sir.

pay your debt?—A. No, sir; my brother did not; the party, however, paid

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Q. Is it not true that the difficulty which arose between yourself and your brother was caused by the fact that you thought he made a profit which legitimately belonged to you?—A. No, sir.

Q. Then why could there have been any difference between you about it?—A. Because, as I have said before, he undertook to do this business himself, in his own name, discarding me in that transaction. If it had been anything else, it would have had the same effect.

Q. How did it harm you unless you lost a profit?—A. I felt that he had slighted me in undertaking to do this thing himself without reference to me, as we were partners together.

Q. Did not the profit which he made go into your partnership account?—A. No, sir; not what he made himself. If he made anything on it, he put it in his pocket.

Q. Then your point was, that it should have gone into the partnership, if any profits were made?—A. Yes, sir; if there was anything made, it should, certainly.

Q. How much was the profit?—A. That I do not know.

Q. Give us some idea.—A. I have no idea what it sold for.

Q. Have you not any idea at all?—A. I have not the least, positively, because nothing appears on our books in connection with it.

Q. Did you not at the time ascertain substantially what he made out of it?—A. I do not recollect that I did. If I did, I have forgotten it.

Q. Then you can give the committee no idea whether he made 10 cents a gallon or more?—A. No, sir; I knew the vinegar at 20 cents was low, because it had been selling at 25 and 30 cents, and that there was a margin there to make something on it.

Q. How large a quantity was there?—A. I think there were 200 barrels—about 40 gallons in a barrel.

Q. Considerably more than enough to pay your $1,800?—A. O, yes; I had under my control at the time, I think, 500 barrels of vinegar.

Q. How many were there pledged in this transaction?—A. I think I had 500 barrels pledged. One lot was 300, and the other 200.

Q. The lot of which you have been speaking was 200 barrels?—A. Yes, I think that was the quantity.

Q. That would only bring $1,600 at 20 cents a gallon?—A. Yes, sir.

Q. That would not be enough to pay your debt?—A. No, sir.

By the CHAIRMAN:

Q. Have you any recollection of a transaction of your firm in olive-oil?—A. My brother had a transaction in olive-oil in which I had no interest.

Q. Does your recollection serve you well enough to answer whether, in the importation of olive-oil, it was done free of duty, and the Government furnished the transportation?—A. No, sir; I do not know. I know nothing about that oil, only I know he furnished a lot. I do not know in what name he furnished it either. I was sick at the time. D. and J. Noblitt have sold a good deal of oil to the Government. I suppose, however, you have reference to some special oil, which I know he did furnish. We have sold oil of different kinds.

Q. The special point in the vinegar transaction, was that you deemed from your knowledge of the business that he had availed himself of that knowledge to make profit, possibly, in a transaction, whereas that profit from your position ought to have belonged to you or to the firm?—A. Well, I thought that transaction ought to belong to the firm. I knew my brother did no business with the Navy himself, in which I had no interest and did not care anything about; but this was a transaction in which I felt that I ought to have an interest, inasmuch as this party had made an application to me to try to sell it for him, and as long as I had loaned the money I wanted to get the man out of my debt.

Q. What was the date of that vinegar transaction?—A. It might have occurred, say, from twelve to eighteen months ago.

Department without reference to those books, are you?—A. Yes; I could tell if my mind was called to any particular point.

Q. Do you remember the quantity of beef that you supplied to the Navy Department during the Virginius excitement—how many barrels or half barrels was it?—A. I think we supplied 500 barrels of beef and 500 barrels of pork.

Q. Do you remember whether about that time you supplied any clothing?—A. Yes, sir.

Q. Do you remember the quantity or prices?—A. No, sir.

Q. Do you remember supplying beans at that time?—A, Yes; we supplied a large quantity of beans.

Q. Do you remember supplying coffee and sugar?—A. Yes, sir.

Q. Do you remember the prices at which you delivered them?—A. No, sir; I cannot remember those things. I remember in regard to this transaction, after we put them all in we could have sold them for a great deal more than we got, because I made the proposition after the trouble was over to take the beans, sugar, and molasses all back, and would have been very glad to do so, because then there was a large advance on them. I know they all advanced afterward.

Q. Do you remember the prices you charged the Navy Department for the coffee which you delivered?—A. As near as I can recollect now, and I may be two or three cents out of the way, it seems to me it was about thirty-one or thirty-two cents. That is only from memory, of course.

Q. Do you remember the quantity and price of the teas that you delivered?—A. I think the tea was forty-two or forty-five cents.

Q. Was not it fifty cents?—A. I am not sure of that. I cannot remember. It might have been fifty cents.

Q. Do you remember supplying, from time to time, a large quantity of satinet?—A. Yes, sir; that was one order that took a good while to be executed. I think it was 30,000 yards that we had made to order.

Q. Do you remember how much the quantity that you furnished was in excess of the order which you obtained first from the Department?—A. There was some. I do not remember what amount. It might have been four hundred or five hundred yards. The manufacturer had it all in his looms, and had a good many running on it, and by the time he had the order filled every loom had some cloth in, and he made the request that we would, if possible, allow him to furnish all that was in the looms. We made application and succeeded in allowing the excess to be furnished. It was to accommodate the contractor. We had a great many looms on hand and they all had warps, and were driving away on them. He could not make an accurate calculation, of course, as to the exact quantity.

Q. Do I understand you to say what quantity was in excess?—A. I say I think perhaps four hundred or five hundred yards, although I am not sure of that.

Q. Do you remember the time at which the order for satinet was given?—A. It was given at the time when we were taking orders from the Department for these supplies on account of the Cuban excitement.

Q. When you came to deliver the excess do you remember how many months that was after the Virginius excitement?—A. As near as I can recollect from memory now, that order it seems to me was given about December, but I do not think it was completed before March or April. The excitement was over by the time we got the order all delivered.

Q. Did your firm or either one of them pay any commissions to any person for or on account of these contracts in any way?—A. Mr. Elijah Cattell had rendered services at different times for us, especially at the time that these supplies were furnished for provisions and clothing. It was in this way: The Philadelphia navy-yard had never furnished provision and clothing. New York had been the headquarters for all that sort of thing. We Philadelphians were very anxious to get a share of the provision and clothing, which we thought we could furnish as well as New York and as cheap, and we solicited Mr. Cattell if he could use his influence at all with the Navy, the bureau especially, that he should do so. We made the point that Mr. Watmough was a Philadelphian, and we thought he felt interested enough, if his attention could be called to it, to have some of this provision and clothing turned over to Philadelphia and not all to New York. We learned that they were piling in goods very largely in New York and nothing was coming here. Mr. Cattell did use his influence and some orders came here from the bureau to the paymaster, Mr. Fulton, to make purchases of a certain amount of goods. That is the way in which we had this satinet ordered. After all these transactions were over we loaned Mr. Cattell $2,000, which stands on our books as a loan yet. We have not collected it, and we have not asked him for it, and he has not talked about paying it. It was a loan. It was no commission on rates or anything of that kind. I do not know what you could consider that. I will say at the same time that a great many transactions in the way of borrowing and loaning money have occurred between the Cattells and us for years. We have borrowed a good deal of money from them, and they have borrowed money from us. We, however, never had any transaction offering or promising Mr. Cattell any commissions for anything that he did. As I say, he did interest himself to get an order turned to Philadelphia and diverted from New York for supplies of provisions and clothing.

Q. Did your firm solicit his influence in that direction?—A. We asked him if he could

not, in conversation with Mr. Watmough, if he saw him, get him to turn over some orders to Philadelphia. We knew that Mr. Elijah Cattell seemed to be personally acquainted with everybody in connection with the Navy, and if he could do anything in that way to divert trade from New York, we wanted to get it.

Q. Did he undertake to use that influence?—A. I cannot say, except that I know that orders came from the chief of the bureau to the paymaster here. A requisition came to make purchases.

Q. State if prior to that time you had furnished any provisions and clothing.—A. No, sir. We might, during the years that we were doing business, occasionally have filled an order for some deficiency that might have happened to occur in the supply at the yard, although I do not remember distinctly. We might have done so, because our business was very general with the Navy.

Q. State if after that conversation with Mr. Cattell your business did not largely increase with the Navy Department.—A. No, sir; except in these articles of provision and clothing. We did probably from $150,000 to $175,000 worth of business in a space, maybe, of those four months, including this satinet. That was provisions, clothing, beans, coffee, sugar, drawers, &c. We bought the other articles and had to have the drawers and cassinette made of a certain quality and standing.

Q. Is that the only loan which you have made to Mr. Cattell on account of that transaction?—A. Yes, sir.

Q. Or to either one of them?—A. Yes; that is, to the best of my knowledge. So far as I know, that is the only transaction. We have made loans to the Cattells, and we have borrowed money from them. Our cash-book shows we have borrowed and loaned at different times, but nothing at all connected with any Navy transaction; only as accommodation to one another.

Q. How as to this particular transaction, to which you refer, of $2,000?—A. That stands on our books as not paid.

Q. Is that in the shape of a note?—A. No, sir.

Q. It was an open loan?—A. Yes, sir. I do not know whether we had any obligation for it or not. We may have a due-bill. My brother has our papers of that kind. I do not know whether he has one or not. I look upon it as one of those things that if he did not pay we would not ask for.

Q. State to this committee how it comes that you regard that as a loan? What was the understanding, if any, or agreement come to between the parties? Was it like, "See here, I want to borrow the sum of $2,000," and the other party to return it at his convenience, or anything of that kind, or was it just your check passed to him for that amount?—A. It was simply in this way; "I should like to have $2,000." That is the way we did business with one another. I remember at one time when we wanted $5,000 we were sitting in the bank, and I was saying to my brother that we wanted some money. Mr. Cattell came in, and said I, "Elijah, have you got any money?" He said, "Yes." I said, "I would like to have $5,000; can you let me have it?" He said he could for about a week, and he gave me a check for that; and on another occasion I got $3,000 from him in the same way. When he got this $2,000 it was not made direct with me, but with my brother. I only remember that when I looked at our cash-book I saw an entry of $2,000 loaned to Mr. Cattell.

By Mr. HARRIS;

Q. Does it say "loaned?"—A. Yes, and that stands open.

By the CHAIRMAN:

Q. How long since has that been?—A. I think it must have been two years ago; it was eighteen months or two years ago.

Q. Were there any other loans made by you to any other parties for their influence or supposed influence with the Department?—A. One day during the last four years we loaned Mr. Russell, the paymaster, $600; he was very short on one occasion and wanted money very badly, and my brother and I loaned him $600; that loan was paid in the course of perhaps a year. He paid it back to us with interest; he is the only party connected with the Navy to whom we have ever made a loan of money.

Q. Do you know of any sales of property of any kind made by any of the members of your firm to Mr. Russell, or to any one connected with the naval service here?—A. No, sir.

Q. Or of merchandise?—A. No, sir; Noblitt, Brown & Noblitt may have sold furniture; they supply all officers of the Navy with anything they want; they supply from what they call the general upholstery. The regular business of David J. Noblitt is hair-cloth manufacturing.

Q. What is the regular business of Noblitt, Brown & Co.?—A. Their business is what is called cabinet-findings and upholstery goods—all kinds of upholstering materials—anything that is used on cloths or furniture; cabinet-findings embraces a great variety of hardware and looking-glass, and material for furnishing; all the mountings on furniture, knobs, locks, keys, hinges; the variety consists of probably a thousand articles.

Q. They are not dealers in groceries or clothing, are they?—A. No, sir.

Q. And they are not dealers in what are technically termed wet goods, in the Navy?—A. I do not know that term; we commenced doing business with the Navy in 1853, and we did more or less until the war broke out, and we were doing business then; then we got into pretty generally supplying everything that the Navy required. We furnished those articles during the war, provisions, clothes, lumber, hardware, metals, and for a while the Government could not buy copper except through us; the dealers would not sell them copper during the war a part of the time; we had to get into the copper business without being inclined to. They would sell to us and not to the Government; we, in that way, got into a general kind of Navy-supply business, and that made us thoroughly posted. Whenever we could sell to the Government, we of course have done so.

Q. Do you know of any presents being made to officials connected with the Navy, either in the Navy Department or in the navy-yard?—A. No, sir.

Q. Or to any clerks or employés in either?—A. No, sir.

Q. Do you know of any such parties contracting debts with your firm, or for which your firm became responsible?—A. I know that, as I say, more or less people, from the commodores of the Navy down to the employés of the navy-yard, have dealt with our store, and some of them have made debts which they have never paid, like a great many other customers we have had. There may be some of that kind of debts yet; they owe David J. Noblitt nothing, but they may owe Noblitt, Brown & Noblitt something; that I do not know anything about.

Q. Have you any arrangement with such men to let them have such goods as the firm controlled at any stated price below the retail price, or do you know that the firm of Noblitt, Brown & Co. have such an arrangement?—A. No, sir; I do not know of any such arrangement. Our acquaintance with all these people in connection with the Navy naturally brought them as customers to our store, for whatever they wanted, and some of them have paid their bills, and I suppose some have not.

Q. Do you know upon whose recommendation Paymaster Russell was continued at this place?—A. No, sir.

Q. Did your firm urge it in any way, directly or indirectly?—A. Not to my knowledge. Mr. Russell's time was up here, and he was transferred to the navy-yard as paymaster there. Mr. Fulton was brought here and put in our office in Philadelphia, where he remained but a little while, when he got leave of absence. I believe he was going to get married. I think he went to Europe. Russell was then retransferred from the yard to the office, but I do not know by what influence.

Q. Mr. Fulton's office was kept in your building, was it not?—A. No, sir.

Q. Was it near there?—A. No, sir; he kept it where it is at present. He succeeded Russell in that office. Mr. Fulton continued the same office, and when he left, Russell succeeded him again. Mr. Fulton was paymaster during the time we were furnishing those articles of provisions and clothing. His orders came to him from New York. We did not know him until we were introduced to him there. We have done a good deal of business with the Navy, and know more about the Navy wants than anybody else: and when we go into competition with anybody we generally get what we want. We get the contract whether we make anything on it or not.

By Mr. JONES:

Q. Did I understand you to say that some of the Navy people do owe you now?—A. I said they might. I don't know that.

Q. Are you not aware that you can collect a bill of a man in the Navy?—A. Yes: the same as you can from anybody. I say some of them may owe—some of those mechanics down there, who were in the yard, or had been in the yard, may owe some bills. As I have said, nearly every one connected with the Navy would come to our store and buy, from the commodore down to the mechanics, because they became acquainted with us from our doing business with the navy-yard. I cannot really say that any of them owe us, although I expect they do.

By Mr. HARRIS:

Q. You spoke of a little difficulty having occurred between yourself and your brother about the vinegar.—A. Yes, sir.

Q. Was it or not upon the ground that you thought he made a profit on that vinegar which you thought legitimately belonged to you?—A. No, sir; it was on the ground that he had taken this transaction upon himself, as it were, without consulting me, or my having anything to do in the matter.

Q. As I understand, the man who owned the vinegar had placed it in your hands as collateral?—A. Yes; I had loaned him money personally.

Q. He asked you to sell it to the Navy?—A. Yes, sir.

Q. And he offered it for 20 cents a gallon in the casks which then held it?—A. No, sir; the vinegar without casks.

Q. You mentioned to your brother that you would like to have him s e if he could not sell it to the Navy?—A. Yes, sir.

Q. He did sell it, as I understand?—A. Yes, sir.

Q. Did he pay your debt?—A. No, sir; my brother did not; the party, however, paid his note.

Q. What reason had you for finding any fault with the transaction, if you got your note, for which you held the vinegar as collateral?—A. Because my brother took it upon him to transact this business independent of me when we had been doing business together. He took that upon himself, whether it was profitable or unprofitable. I claimed that while we were running the business together, we should do it together.

Q. Your only object in seeking to sell it was to get your pay?—A. That was the object, to help this man, but not simply to get my pay, because I was secure so far as the debt was concerned; but I wanted to assist the man in doing business, and at the same time to get my pay. I had two motives: one to help him, and the other to help myself—the main thing was to help myself.

Q. Were you expecting any profit on the sale of that vinegar, personally?—A. No, sir; not when the transaction was made by my brother.

Q. State whether or not, if you had negotiated the sale, you would have expected to make a profit on the vinegar.—A. Yes; if I had negotiated the sale, I would have tried to have sold it to the Government, and made a profit on it.

Q. So that your purpose was not to get a large price for the man who owed you, but it was to get 20 cents a gallon, according to the agreement, and get what profit you could over that?—A. Yes, sir.

Q. Is it not true that the difficulty which arose between yourself and your brother was caused by the fact that you thought he made a profit which legitimately belonged to you?—A. No, sir.

Q. Then why could there have been any difference between you about it?—A. Because, as I have said before, he undertook to do this business himself, in his own name, discarding me in that transaction. If it had been anything else, it would have had the same effect.

Q. How did it harm you unless you lost a profit?—A. I felt that he had slighted me in undertaking to do this thing himself without reference to me, as we were partners together.

Q. Did not the profit which he made go into your partnership account?—A. No, sir; not what he made himself. If he made anything on it, he put it in his pocket.

Q. Then your point was, that it should have gone into the partnership, if any profits were made?—A. Yes, sir; if there was anything made, it should, certainly.

Q. How much was the profit?—A. That I do not know.

Q. Give us some idea.—A. I have no idea what it sold for.

Q. Have you not any idea at all?—A. I have not the least, positively, because nothing appears on our books in connection with it.

Q. Did you not at the time ascertain substantially what he made out of it?—A. I do not recollect that I did. If I did, I have forgotten it.

Q. Then you can give the committee no idea whether he made 10 cents a gallon or more?—A. No, sir; I knew the vinegar at 20 cents was low, because it had been selling at 25 and 30 cents, and that there was a margin there to make something on it.

Q. How large a quantity was there?—A. I think there were 200 barrels—about 40 gallons in a barrel.

Q. Considerably more than enough to pay your $1,800?—A. O, yes; I had under my control at the time, I think, 500 barrels of vinegar.

Q. How many were there pledged in this transaction?—A. I think I had 500 barrels pledged. One lot was 300, and the other 200.

Q. The lot of which you have been speaking was 200 barrels?—A. Yes, I think that was the quantity.

Q. That would only bring $1,600 at 20 cents a gallon?—A. Yes, sir.

Q. That would not be enough to pay your debt?—A. No, sir.

By the CHAIRMAN:

Q. Have you any recollection of a transaction of your firm in olive-oil?—A. My brother had a transaction in olive-oil in which I had no interest.

Q. Does your recollection serve you well enough to answer whether, in the importation of olive-oil, it was done free of duty, and the Government furnished the transportation?—A. No, sir; I do not know. I know nothing about that oil, only I know he furnished a lot. I do not know in what name he furnished it either. I was sick at the time. D. and J. Noblitt have sold a good deal of oil to the Government. I suppose, however, you have reference to some special oil, which I know he did furnish. We have sold oil of different kinds.

Q. The special point in the vinegar transaction, was that you deemed from your knowledge of the business that he had availed himself of that knowledge to make profit, possibly, in a transaction, whereas that profit from your position ought to have belonged to you or to the firm?—A. Well, I thought that transaction ought to belong to the firm. I knew my brother did no business with the Navy himself, in which I had no interest and did not care anything about; but this was a transaction in which I felt that I ought to have an interest, inasmuch as this party had made an application to me to try to sell it for him, and as long as I had loaned the money I wanted to get the man out of my debt.

Q. What was the date of that vinegar transaction?—A. It might have occurred, say, from twelve to eighteen months ago.

PHILADELPHIA, *April* 15, 1876.

JOHN NOBLITT recalled and examined.

By Mr. BURLEIGH:

Question. Are you acquainted with Mr. Bradford, the paymaster?—Answer. Yes, sir: I have been acquainted with him from boyhood. My acquaintance with him goes back to 1834 or 1835.

Q. Do you know anything about the history of his family; as to his parents being people of wealth?—A. I do not know that his family were wealthy. His people were respectable people in the lower part of Delaware, and were reputed to be of means. I do not know whether he ever inherited anything. He left the State before I did, and went into the Navy.

By the CHAIRMAN:

Q. Do you know at what time he became connected with the public service as paymaster?—A. Yes, sir; my brother and he were theological students in the theological seminary at Lexington, Ky. That seminary got into financial difficulty, and the students had to scatter. Mr. Bradford went into James K. Polk's family as private tutor, until Mr. Polk became President, and I understand that through his influence he was put into the Navy. I should say that he went into the Navy as far back as 1840, and probably Mr. Polk's influence put him there.

Q. Do you know of any other source of income that Mr. Bradford had except from his office?—A. No, sir.

Q. I understood you to say that during the Virginius excitement, you solicited the influence of the Messrs. Cattell, in order to divert provision and clothing supplies from New York to Philadelphia?—A. I did.

Q. Did either one of them undertake to do so for you?—A. Elijah Cattell did speak to Mr. Watmough on the subject, as I understood it. At any rate, the result was that Mr. Fulton was authorized to make these purchases which I have heretofore referred to, and I believe nearly all these orders of provisions and clothing which were furnished came from the paymaster.

Q. You did receive some open orders at that time from the Bureau of Provisions and Clothing?—A. Yes, sir; there was a great bustle and excitement, and it seemed to be a sort of open order to furnish everything as quickly as possible.

Q. Why did you apply to the Messrs. Cattell for their influence?—A. I thought that Elijah Cattell had the influence in Washington City. He seemed to have a good deal of business there, and I thought he had influence with the bureau. He seemed to be on intimate terms with them there. He was on intimate terms with the Secretary, and I presumed that gave him influence with the bureau.

BY Mr. BURLEIGH:

Q. Did you sell the Bureau of Provisions and Clothing on open purchase at that time?—A. We had at different times supplied small requisitions, but not much; they did not require much from us. The large supplies were generally sent from New York to this yard.

Q. Did they require of you at that time beef, pork, sugar, rice, coffee, and beans?—A. Yes, sir; a large lot of beans.

Q. Do you remember what your charge was for those articles at that time?—A. No, sir; I do not remember what the prices were.

Q. You have those prices on your books, have you not?—A. Yes, sir; in regard to the beans and sugar, and the molasses; by the time we got them delivered, they had got so advanced that I said, myself, to Mr. Russell, "I should be very willing, if the Department would allow me, to take them back at the price we put them in at, and we pay the cartage from the yard." I told him that we could make a speculation—the advance on the articles had been so great.

Q. State the date at which you sold those articles, and the prices which you obtained, and also furnish to this committee your invoice of purchases.—A. I will furnish that statement hereafter to the committee from my books. We sent up to Western New York for these beans, not being able to buy them either here or in New York City. We sent parties to Western New York and had them bought up. We base profits in Navy transactions at 10 per cent. if we can obtain it; that was our calculation, and that is the way the profits of our business are calculated.

Q. In what condition was the beef that you furnished? Was it in Navy barrels?—A. Yes, sir; Navy standard barrels.

Q. Did you pack it yourselves?—A. No, sir; we had it done; it was put in the regular standard barrels, I am sure, with a great many hoops upon it.

Q. Did you buy it in barrels or in tierces?—A. In barrels.

Q. Please furnish to this committee the price you paid per barrel, and the price at which you sold it per barrel.—A. I will do so hereafter, from the records of our establishment.

Q. When Mr. Fulton came here was he directed to purchase from you; and, if so, by whom?—A. No, sir; he was not directed to purchase from us.

Q. Did he have instructions at all?—A. I think not. I think that upon inquiry he found

that we were engaged in that kind of business—that is, furnishing supplies; and I think he sent his requisition to us in view of the knowledge that he considered we had of the business. That, however, is only my inference.

By Mr. BURLEIGH:

Q. After the Bureau of Provisions and Clothing had advertised for proposals for such articles as sugar, coffee, rice, and beef, state if they could not, in three days' notice, have procured those articles by bidders under contract?—A. I suppose they could, those articles. They are always on hand in stock.

Q. Would it not have been advantageous for them, in your opinion, to have advertised for those articles and made competition?—A. I will give you my candid opinion in regard to advertising.

Q. But I mean in this instance.—A. I do not know that I hardly know how to answer your question. It might have been, and it might not; I cannot say whether it would have been an advantage at that time or not.

Q. Would not people have been glad to have sold those articles at 5 per cent. profit?—A. I would almost be inclined to say no, and I will explain why. Very few persons are disposed to sell the Government in that line of the business, on account of the difficulty that they have, owing to the red tape and circumlocution in the Navy Department, in getting the business through.

Q. State the time at which payments were made for the articles which you supplied. Do you remember the time which intervened from the date of delivery until the date of payment?—A. We generally got our money within thirty days; sometimes it ran over that, but as a general thing we got our money in thirty days.

By the CHAIRMAN:

Q. For Mr. Cattell's interest, or supposed interest, did you agree to give him any compensation?—A. No, sir.

Q. Was there no understanding of that kind?—A. No, sir; not to my knowledge.

Q. Did you ever pay any commission to anybody?—A. No, sir; never to my knowledge, in all my experience in doing business in the Navy.

Q. Did you ever make any deductions in the bills upon payments being made, or after payments were made, either by the Government or anybody else?—A. Not to my knowledge. Deductions were made sometimes if there were mistakes in the bills. They would be sent back by the paymaster and be corrected.

Q. Following somewhat the custom which prevails among merchants, of deducting so much for cash payments, did you in any instance with a paymaster, or any agent of a paymaster, after or upon payment, make any deduction from the bill, letting the bill go as against the Government on its face but giving the paymaster or his agent the benefit of a deduction?—A. No, sir; not to my knowledge.

Q. Did you know Mr. Mathews, of New York?—A. No, sir.

Q. Did you ever have any connection with him, directly or indirectly?—A. Never. Mr. Mathews came over here. He came over to try to do some business here. He called to see us, but I did not see him; he saw my brother. When I say us, that would embody Noblet, Brown & Noblet, and D. & J. Noblet, because he knew we were both doing business for the Navy. I think he saw my brother and made some talk with him about the Philadelphia business, but that is all there was of it.

Q. It resulted in mere talk?—A. That was all. No transactions ever took place between us.

Q. As I have understood you in your testimony, Messrs. Noblit, Brown, Noblet & Co. is one firm which has done business with the Navy Department?—A. Yes, sir.

Q. And another firm which has done business with the Department is the firm of D. & J. Noblit?—A. Yes, sir.

Q. In addition to that is there still another firm?—A. There is the firm of Noblet & Co.; that is the business my brother did, and he also did some business in his own name.

Q. That was four characters, so to speak, in which your brother did business with the Navy Department?—A. The Noblits & Co. firm was made to separate matters from D. & G. Noblit, and in contradistinction to them, so that bills and transactions and purchases should not be mixed.

Q. You were interested in two of those firms, were you not?—A. No, sir; I am out of the firm of Noblit, Brown & Noblit.

Q. When did you go out of it?—A. Pretty nearly ten years ago.

Q. Have you had no connection with that firm since?—A. No, sir.

Q. Now as to Noblit & Co.—A. Noblit & Co. is my brother; I think that firm, may, perhaps, go back two years.

Q. Have you no interest in that?—A. I will explain that. Part of our business, which I reported to you as $275,000, embraces some business that had been done in the name of Noblit & Co. When we were doing business as D. & G. Noblit, my brother thought it best to separate the name of D. & J. Noblit, and take a license out to do business in the name of Noblit & Co., so as to have business-matters separated.

By Mr. BURLEIGH:

Q. Do you mean so as to have the naval business separated?—A. Yes, sir; so as to show our business transactions separate; to have the naval business separate.

Q. The Navy business was to be done by Noblit & Co.?—A. Yes, sir; we did some business for some time in that name until this vinegar transaction occurred. But since then I have done no business with the Navy.

By the CHAIRMAN:

Q. Who has possession of the books of Noblit & Co.?—A. They are kept by our bookkeeper at the bank.

Q. Who is your book-keeper?—A. Mr. Witherup. We did a certain amount of business as Noblit & Co. with the Navy, with which I was interested. My brother did business as Noblit & Co. also with the Navy, of which I knew nothing.

Q. That is since you quit?—A. Yes, sir; he had business with the Navy direct from the bureau, and in some of these matters to which you have referred, of beef, pork, &c., he had orders direct from the bureau.

Q. At the same time that you had?—A. Yes, sir; during the same time.

Q. In giving the amount of business at the sum which you have mentioned, you did not include or intend to include what your brother had done himself, did you?—A. No. sir: I gave you what is shown on the books of D. & J. Noblit, and a portion of what we have on the books of Noblit & Co.'s transactions so far as they go. I have given you as far as I was interested myself and was cognizant of the transactions.

Q. Have you, or your firm, or either one of them, made any loans to Mr. Wetmaugh?—A. No, sir. I asked my brother about that, because I think a question of the kind was asked me the other day; and he told me of all the money transactions that occurred with Witmaugh and himself as president of the Corn Exchange Bank. He told me that he wanted a loan of $600 out of the bank, for which he gave his note and gave a bond as collateral security. They did not loan on single-named paper without collateral security. The bond of $1,000 was given as collateral for the loan, which, as the note matured, was paid by him. That was all the transaction in the way of money that ever passed between them, and that he did in his capacity as president of the bank.

By Mr. BURLEIGH:

Q. Did they have one standard in the article of sugar for Navy supplies?—A. They called for a certain standard of sugar, say "B" or "C" sugar, and we then furnished them with samples, from which they made their selections.

Q. Did they use about the same grade all the time?—A. Yes, sir; pretty much the same grade. We put in a higher grade of sugar during that emergency than they were furnishing in New York—fully one number higher. These supplies for the Philadelphia yard were always drawn from the New York yard. Whenever they wanted anything for a ship here they drew from there, and we did not keep much of a stock here. Everything was required up to the full Navy standard, and in one instance we had to send to Boston to get some pickles, as the full Navy standard pickles could not be obtained elsewhere.

PHILADELPHIA, *April* 21, 1876.

JOHN NOBLIT recalled and examined.

By Mr. JONES:

Q. Who compose the firm of D. & J. Noblit?—A. My brother, Dell Noblit, jr., and myself. I am the older, but he takes the leading name, for the reason that he was in business by himself in Philadelphia before I came here.

Q. Is there any other person directly or indirectly interested in said firm?—A. No, sir; and there never has been.

Q. Is there such a firm as D. Noblit & Co.; and, if so, who compose that firm?—A. I do not know of any firm of that name. My brother, D. Noblit, is in business; he took out a license as Noblit & Co., and some business was done under that firm-name.

By the CHAIRMAN:

Q. State specifically who composed the firm of Noblit & Co.—A. It was my brother and myself, so far as these transactions were concerned which you have seen on our books. These were all the transactions of that firm that I had anything to do about, but my brother may have done something for himself in that matter. He did sometmes for D. & J. Nobbitt in his own name.

By Mr. JONES:

Q. Are any persons directly or indirectly interested in said firm other than those you have mentioned?—A. No, sir; not to my knowledge. I have not the slightest idea that there

is. So far as I am concerned myself I knew of no person in any business transactions, except my brother, and never have ever in anything I have done, either in connection with the Navy or any other business.

Q. You do not know of anybody who is in with your brother, under the firm-name of Noblit & Co.?—A. No, sir; I do not think there is. If there had been I should probably have discovered it.

Q. Who have composed the firm of Noblit, Brown, Noblit & Co., within the last two years?—A. I think I went out of the firm in 1865, or about that time, and put a younger brother in the firm. From that time it was composed of my brother, Dell Noblit, jr., Willard S. Brown, Jacob D. Turck, and the younger brother, who took my place, whose name is Joseph C. Noblit. John S. Brown, I think, has an interest in some way, although he is not one of the firm. They give him an interest besides a salary.

Q. Is there any other person, directly or indirectly, interested in said firm?—A. No, sir; the firm was originally D. & J. Noblit.

Q. Is there no firm which you know of called D. Noblit & Co.?—A. No, sir; my brother has done business with the Navy in his own name; whether he has put Co. to it at any time, or not, I do not know. He has frequently done business with the Navy.

Q. Do you know anybody who is interested, directly or indirectly, with him?—A. I do not. I do not think there is anybody interested with him, or that there ever has been.

By the CHAIRMAN:

Q. Has your brother any business relations or connection with the Secretary of the Navy?—A. No, sir; I think not. I never knew that he had, and never knew that he had any transactions with the Secretary at all. If he has had, it has been without my knowledge. Mr. Robeson may have been at the store of Noblit, Brown & Noblit and bought some goods. I do not know that, however. As I have said before, almost everybody connected with the Navy came there to buy something. I think if there had been anybody in business with my brother I should probably have been in position to discover it.

Q. Upon whose recommendation were the clerks of Paymaster Russell employed?—A. I do not know that. Mr. Hall, the chief clerk, was a Jerseyman, and had been a clerk in the Corn Exchange Bank. Senator Cattell used to be president of the Corn Exchange Bank, and was president of that bank when Mr. Hall was clerk there, but whether any influence of that kind put him in office I do not know.

Q. Who is the other clerk there?—A. There are others, but I do not know the names of any of them, except Mr. Hall, whom I knew when he was a clerk in the bank.

Q. Do you know of any accommodations in any way being given by the firm of Noblit, Brown & Noblit, or by D. & J. Noblit, or Mr. Dell Noblit to Mr. Russell?—A. No, sir; except in the shape of a loan, which has been spoken of before. You will have observed on our loan-account $600 loaned to Mr. Russell, which has been repaid. I know that Noblit, Brown & Noblit sold him goods.

Q. Do you know that Mr. Russell has repaid that money?—A. Yes, sir; I know that, because I happened to get my share of the pay.

Q. What necessity was there then, changing the books of Mr. Dell Noblit in relation to that?—A. In regard to that, I knew nothing until the book-keeper told me of it. I saw one loan-account there. I opened that account because I recollected that at some time or another I had borrowed some money from the Cattells, and I wanted to inform my mind of it. In opening the book I saw the matter there, although I knew long before that we had loaned Russell $600. It was a loan. The other was a loan, but they had been charged off, so the explanation was made to me, and I did not know anything about it otherwise. It had been charged off in settling up the books, to profit and loss, which my brother discovered, and he afterward altered them back to their original position, which is not what I call good book-keeping. When an account is charged off and you want to restore it, my way would have been to have opened the account again. But he took that method or restoring it. Those were loans, according to my knowledge. As I stated to you the other day, we loaned Mr. Cattell $2,000, with an uncertainty as to whether we would get it or not.

Q. But it appears from your books as if Mr. Russell had paid the amount, and you state here now that he has paid it, and yet the books show that, instead of being paid, really it is transferred to a different account, and re-appears under the head of "contingent." How do you account for that?—A. I am not book-keeper enough to explain that. We loaned Mr. Russell $600, and then we loaned Mr. Cattell $2,000, the circumstances of which I have stated heretofore to the committee. Now, those accounts went on our books as loans. I pay no attention to our books and know nothing about them. I cannot tell you to-day how my own account stands on the books, because I have nothing to do with it. I have not looked at our books for twelve months, until I looked at that loan-account, to see those transactions, after I had got a subpœna to appear before this committee. I had thought of borrowing some money from Cattell myself, and I looked at that loan-account. I say that I know that loan was made to Mr. Russell, because at the time it was made by my brother he called my attention to it.

Q. Not to go off with any wrong impression about this, do I understand you now to say that Mr. Russell came to you and paid you the one-half of that debt?—A. Mr. Russell came into the bank and paid my brother and me the $600.

Q. Just an even $600?—A. The interest had accumulated. Said I, "Mr. Russell, we are not money-lenders. We loaned you that money to accomodate you, and I am satisfied with the principal, and without the interest." He says, "I want to pay you the interest." I told him we were satisfied with the principal. He paid the $600 and went away. He came back, I think, the next day, although I am not sure of that, and paid the interest. He paid that to my brother, and my brother handed me my share of it. I think it was $75.

Q. When was that payment made?—A. Speaking from memory, I think it was made probably some time in March. The book-keeper credited it at the time; at least I believe he did.

Q. Has not that payment been made since this naval investigation commenced, and you and he had notice of it?—A. No, sir; not that $600.

Q. I refer to the commencement of the naval investigation in Washington.—A. It was paid in March. I think the cash-book shows that fact, although I am not sure of the date.

Q. Had you then at the time of the payment any knowledge of the fact that the committee had called for the papers and books of Mr. Matthews at New York?—A. No, sir; not the least idea. All I had was from the newspapers, which was the fact that you had gone into an investigation of Mr. Robeson's affairs or the affairs of the Navy. That was public rumor, and was well known. That is all I knew about any investigation.

Q. How did you happen to be in the bank at the time Mr. Russell called to pay that money?—A. I am there almost every day. I do not suppose I miss one day in the week but what I am in the bank at some time or another. It is the exception when I am not there. It is the only place that my brother and I can talk over our business affairs. My brother does not come to our factory once a month, and it is necessary for me to go to him every day about the requirements of the factory, &c. I therefore make it my rule to be in the bank once or twice, and may be three times, a day. I was in the bank when Mr. Russell came in. As near as I can recollect he said, "I have come in to pay this $600 loaned to me." He said to me, "By the way, Mr. Noblit, you are interested." Said I, "Yes, I am; I am very glad that you have come to pay it." He paid the $600 down, and I made a remark about interest. He spoke of paying the interest. I said I was very glad to get the principal without the interest, but he did come afterward and he paid the interest.

Q. And you think that was a day or two after?—A. Yes, sir; it was not the same day.

Q. Then if the entry shows on your books that it was paid on the same day it is a mistake?—A. Yes, sir: unless he came in after I went out. He certainly did not pay it then. He might have come in afterward; I do not know that.

Q. Can you tell why, when Mr. Russell paid the items that were charged to expense-account which were against him, expense-account was not credited with those sums?—A. Now, sir, some items that you discovered on the books I did not know were on them until the book-keeper called my attention to them to-day, or else I would have said when I was speaking of loans in regard to Mr. Russell—I would have said more than $600. I only knew of that $600, for the reason that I had given no attention to the books, and did not know anything about their condition.

Q. Those amounts still stand charged to expense-account, according to your books?—A. Well, sir, I do not know anything about that.

By Mr. BURLEIGH:

Q. How long had that $600 item been standing before it was paid by Mr. Russell?—A. About two years. In regard to our books, I know nothing about them scarcely.

Q. Is it not a little singular that even down to a very late date that expense-account should be charged with $22.80, a loan to Mr. Russell?—A. I do not know what that item is.

Q. This last item to which I am directing your attention is upon the new small books—the Navy Department books alone. How should it happen that any item of individual expenses, such as payment for and on account of Mr. Russell, should be credited in that book?—A. Gentlemen, when you get me on the books I do not know anything about them. I am entirely ignorant of our books. I am so ignorant of them that you, having had them to ook at, can tell me probably more about my own personal accounts that I can myself.

Q. Do you remember anything about that expense-account being charged with the sum of $500 to A. G. Cattell?—A. I can remember that. I have reason to remember it.

Q. What was that for?—A. I did not think much of the contribution. I thought it was a little heavy. In the New Jersey election of 1874 there was a great effort made, and during the election-time there was a great deal of money raised to carry that election in New Jersey. There was a contribution levied upon Philadelphians, and in the bank, I presume, almost everybody had to do something to contribute toward that election. Senator Cattell was raising all he could for the New Jersey election. My brother, in his liberality in the matter, contributed that $500.

Q. That was an electioneering-fund?—A. Yes, sir.

Q. Do you remember that Mr. Robeson was then known to be a candidate for the United States Senate?—A. Yes, sir; I think he was. He has been trying to make it for some years, but he has not succeeded yet. There was no special effort to make him Senator; or that was not the reason for which this money was raised, I do not think. It was to carry the State. I knew, of course, that he was a candidate, and he has been a candidate for a long time.

Q. Do you remember the other item of $250 for presents?—A. I do not remember that. I do not know anything about it, except that this afternoon the book-keeper told me of it. That shows that it was for a Christmas-present, although I do not know about the transaction. I might explain, in order to meet that case, that my brother is pretty liberal, and will contribute for D. & J. Noblit, and will contribute for Noblit, Brown & Noblit, and make his contributions without consulting any of us. To illustrate that, he made a contribution for Noblit, Brown & Noblit for $3,000 for the Centennial buildings, and did not consult any of them about it. They found out that they were in for it afterward. He would give anything away in the shape of money, and I would not know anything about it, except as I looked over the books; and, as I have said, I very rarely opened the books. I think I could say that I have not opened our books for twelve months until I opened them when I was subpœnaed here. I remember at one time I had advanced money to the Cattells, and I thought I would look. I found that I had borrowed two sums of money instead of one. For twenty months I was sick, during the time those books were opened. From May, 1872, to October, 1873, I was not in business at all, but was at home.

Adjourned.

PHILADELPHIA, *April* 18, 1876.

A. S. STETSON sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am in the general commission business.

Q. What class of goods do you deal in?—A. We handle vessels altogether. My business relates mainly to vessels and freights.

Q. Do you buy and sell vessels on commission?—A. Yes, sir; and own vessels.

Q. Have you had contracts since 1871 with the Navy Depertment of any nature, or have you made contracts with other parties on commission?—A. We have made all our contracts with Mr. Russell, the paymaster, United States Navy, here at Philadelphia.

Q. What class of contracts have you negotiated through him?—A. Freighting coal for the Navy Department; for instance, to Boston, Norfolk, Washington, Key West, Pensacola, and San Francisco and other points on the Pacific coast.

Q. In your contracts have you dealt directly with the Department?—A. I have dealt with Mr. Russell.

Q. You have not dealt with any other officer?—A. No, sir.

Q. Have you paid commissions to any outside party?—A. Yes, sir.

Q. To whom?—A. I paid commissions to A. G. Cattell & Co.

Q. To what extent have you paid commissions to Mr. Cattell?—A. In two instances I paid commissions for his influence, but I contracted with Mr. Russell. In one instance I paid Cattell $445.19.

Q. When was that?—A. That was in 1874.

Q. What was that payment for?—A. For his influence.

Q. In what contract?—A. In several vessels—contracts for cargoes for several vessels.

Q. Was that for his influence in securing you the contract?—A. Yes, sir.

Q. For his influence with Russell?—A. No, sir; his influence, I suppose, at Washington. I heard that such freights were in the market, and I told him that fact as I understood it, and told him if such was the case I would like to get the contract. I told him I would give him a portion of my commissions. They were shortly after advertised openly by Mr. Russell. Of course I was not then under obligation to Mr. Cattell; but as I said I would do so, I gave him a part of my commission. The other matter was connected with the ship Getherer, on which I paid Cattell a commission of $720. She went to Honolulu.

Q. What were your total commissions?—A. A little rising $1,400.

Q. You gave him nearly half your commissions?—A. Yes, sir; about half.

Q. These were advertised for by Russell, were they?—A. No, sir; the first one was advertised by Russell; that was what they called open purchase; and the other purchase was not advertised.

Q. But you made your arrangements with Russell?—A. Entirely with Russell.

Q. Did you make your bargain with Cattell before you made your contract with Russell?—A. No, sir; I never did make a bargain with Cattell. I asked Cattell for his influence at the Bureau of Equipment and Recruiting, Commodore Shufeldt.

Q. But you had your talk with Cattell before you made your contract?—A. Yes, sir; I told him I had heard from the captain of the Getherer that there was such a thing in the market. I asked him whether it was so, and if so, if he could use his influence for me. His answer was that he did not know it was so, but he was soon going to Washington and would find out and let me know.

Q. Did he go to Washington?—A. I suppose so.

Q. Did he find out and let you know?—A. He said he saw the parties in Washington, and most likely the freight would be ordered through Russell.

Q. So far as you know, did he do anything more than that?—A. Not at all. I got my order from Mr. Russell.

Q. Have you stated all the money you ever paid Mr. Cattell?—A. That is every dollar I ever paid him for coal. I paid him for grain-freight. That is all the payments, however, I have made to him on account of the United States Government, either Navy or other contracts.

Q. Have you paid him commissions for freights obtained for you from private parties?—A. Yes, sir; the Derby was another. He chartered a vessel from me to ship grain to Spain. I paid him half commission for that. I collected my commissions from the vessel as I do in most cases, but gave him half. The vessel pays the commission in all cases.

Q. And although you chartered the vessel for him to ship his own grain in, you collected half the commissions and paid half back to him?—A. No, sir; I collected the whole 5 per cent. commission and paid him half of it back.

Q. Have you had any other transactions with Mr. Cattell?—A. No, sir; I have had an order for corn through him, but nothing concerning the Government.

Q. Have you paid him any other commission in any other way?—A. No, sir.

Q. Have you had any intercourse with the heads of Departments at Washington?—A. No, sir.

Q. Do you know Mr. Robeson?—A. I know him. I knew him as a lawyer in Camden.

Q. Have you had any business relations with him while he has been Secretary?—A. Not a word, except one time when he was in Merchantville, and I happened to be at a neighbor's, and asked him if he would give a nephew of mine a commission in the naval school at Annapolis. He said that he could not control that, but told me to make my application and he would favor it. I made the application and the boy was examined, but was not elected.

Q. Do you know Mr. Hanscom?—A. I merely know him by introduction.

Q. Have you had any business with him?—A. No, sir.

Q. Have you ever paid to any other person than Cattell any portion of any money on account of any contract secured by you? I mean to any person connected with the Navy Department.—A. No, sir; I have never paid a cent to a soul.

Q. Have you made presents or gifts?—A. I never made a present or a gift of a cent.

By Mr. BURLEIGH:

Q. I understand you to say that you are a ship-broker.—A. Yes, sir.

Q. Are you not a ship-owner?—A. Yes, sir.

Q. You are interested in vessels?—A. Yes, sir; largely.

Q. You have owned some partly and some wholly?—A. None wholly. I own, for instance, from one-sixteenth up to three-fourths.

Q. You have paid Mr. Cattell for his influence with the Department in procuring contracts for freight?—A. Yes, sir.

Q. Now, in regard to the ship Getherer, to Honolula. Did you own part of her?—A. No, sir; none at all.

Q. Did you say that was by open purchase?—A. Yes, sir.

Q. Was there any advertisement?—A. No, sir.

Q. You had no competition in getting that freight?—A. No, sir.

Q. Who fixed the price of the freight in that case?—A. Paymaster Russell. He got the order from Washington, as I understood it. I got it from Paymaster Russell.

Q. Do you know whether or not that price was given or intimated to the Department by any one?—A. I do not know that.

Q. Did you not say to Mr. Cattell what that freight ought to be?—A. Most likely I did. The last vessel chartered to the Pacific, by another man, got $16 a ton to Pichilique. I got $14.

Q. Is Pichilique a good port to go to?—A. Yes, sir. I have sent a vessel since at $3 less.

Q. Then you named the price of $14 to Mr. Cattell?—A. I do not recollect that. I suppose I did.

Q. Were not your commissions dependent on the freights?—A. Yes, sir; I got 5 per cent. on the whole amount of freight.

Q. Then the larger the freight the more your commission?—A. Yes, sir.

Q. If Mr. Cattell could get you a freight at a large price, your commissions would be large whether you owned the vessel or not?—A. Yes, sir.

Q. And if you owned the vessel, you would have a double interest in getting a large price?—A. Certainly I would.

Q. And you could afford to pay Mr. Cattell more money?—A. Yes, sir; certainly; Mr. Cattell or anybody else.

Q. You have spoken of paying Mr. Cattell on a grain-freight that he shipped himself. Is that in accordance with the usage here?—A. Yes, sir.

Q. That is the usage where the shipper furnishes the cargo?—A. Yes, sir.

Q. But is it the usage in Philadelphia, in the naval freight business, to allow half commissions?—A. Yes, sir.

Q. To the persons furnishing the cargo?—A. Yes, sir.

Q. Who is the furnisher of the cargo?—A. For instance, if I have a contract from the

Government, and another man has a vessel, I say "I will give you a charter if you will give me half commissions."

Q. I understand that; but that is where the man has the power in his hands. Russell had the power in his hands in this case?—A. That contract on the Pacific was advertised for ten days. One vessel was $27,000 freight, and I suppose I got $80,000 or $90,000. It was all advertised and all the competition in Philadelphia was there. After I had got that freight, for instance, one of my vessels did not arrive from sea, and I took up a Boston ship. He had to give me half commission.

Q. Then you considered in the case of the Getherer that Mr. Cattell was the shipper of that cargo, and he was by usage entitled to half commission?—A. No, sir; not at all.

Q. Then the Government freighting is not the same as private freighting?—A. No, sir; it was only his influence that I paid him for; I took the cargo through Mr. Russell direct from the Department in Washington. If any man gives me a freight, I collect the commissions from the vessel.

Q. Did you collect your freight from Mr. Russell?—A. Yes, sir; but I did not allow him a commission.

Q. But notwithstanding you took the freight from Mr. Russell, you paid Cattell half the commissions?—A. Yes, sir.

By the CHAIRMAN:

Q. These vessels in which you were part owner you have from time to time chartered to the Government yourself?—A. Yes, sir.

Q. Is Mr. Cattell interested with you in any of those vessels?—A. No, sir; not except in those I have spoken to you about. I have always received my orders through Mr. Russell, and in nineteen cases out of twenty they have been advertised, and I have been a regular bidder the same as everybody else.

Q. You have done the greater part of the freighting here for the navy-yard, have you not?—A. Yes, sir.

Q. Give the proportion from this point within the last three years.—A. I could not tell you.

Q. Has it been three-fourths, four-fifths, or nine-tenths?—A. I should judge that we have had since 1871, say, nine-tenths of the coal which has been shipped all over the world, both to the Pacific and all along our coast, from Boston down to every navy-yard. Since 1862 I suppose I have had three-fourths of it. We have got the vessels, and nobody could get them but us.

Q. You speak of having competition. As a matter of fact, within the last three or four years has anybody competed with you?—A. Yes, sir.

Q. Who?—A. Every commission-merchant in Philadelphia.

Q. Have they put in bids?—A. Yes, sir.

Q. Have you been present at the opening of those bids?—A. Every man is around there. Say the time is set at 12 o'clock to-day, we all come up with our bids, and sometimes hold them in our hands until within five minutes, and then we pass them to the paymaster, and stand around, and he and his clerk open them. Most generally he opens them and the clerk reads them out aloud. Likewise, at the same time the bid is read for the coal. The bidders for the coal and the freight are together.

Q. Name two or three of these ship-brokers.—A. Workman & Co. and Merchant & Co. I suppose we own more vessels than all the rest of them put together, however.

Q. Who has been supplying the Government principally with coal here?—A. The Reading Road has, I think, supplied the biggest part. John Street & Co. have supplied some, and Hammett & Neal, the firm-name being now Neal and somebody else, have supplied coal. Mr. Hammett is dead.

Q. You are frequently in the office of Mr. Russell?—A. Yes, sir.

Q. You have access to his books and papers, have you not?—A. Not to his books.

Q. Have you to his papers?—A. No, sir.

Q. Do you not do a good deal of writing on his desk and at his table?—A. No, sir; I do not think I ever did anything except sign a bill of lading or charter-party there in my life. I never signed a contract there.

Q. Do I understand you to say that you have never given anything to Mr. Russell?—A. Yes, sir; I never gave him a cent in any shape in my life.

Q. Did you ever loan him money?—A. No, sir; he never asked me for anything—he never insinuated that.

Q. You never gave him any accommodation of any kind, did you?—A. No, sir.

Q. And never allowed him any percentage?—A. Never; I never did that to any Government officer in my life, and never was asked to.

Q. Your relations with E. G. Cattell are very intimate, are they not?—A. Yes, sir; we are neighbors.

Q. You loan him a great deal of money, do you not?—A. I do. I do not know that I ought to say a great deal. I think the thing is about equal. He loans me as much as I loan him. We are business friends.

Q. Do you loan him your note?—A. Sometimes. He returns it to me any time I want his note. He always reciprocates.

Q. To what extent have you done business per annum for the Government for the last three years?—A. I suppose it will amount to from $100,000 to $200,000 a year.

Q. Out of that you have paid to Mr. Cattell in only those two instances which you have mentioned?—A. Yes, sir; I have paid to other parties in the same way I have to him.

Q. Did you ever loan any money or extend any accommodation whatever to Captain Shufeldt?—A. No, sir.

Q. Or to Admiral Reynolds?—A. No, sir; I only know Captain Reynolds by sight as an officer of the Navy, and I know Captain Shufeldt in the same way. I would not know him if he was to come along the street to-day away from his place in Washington.

Q. Did you ever loan any money to the Secretary?—A. No, sir.

Q. Did you never render him any accommodation whatever?—A. Never a cent.

Q. Part of the Government business that you have done has been transporting iron from the navy-yard, has it not?—A. No, sir.

Q. Do you not remember chartering vessels to remove iron from the Kittery navy-yard to Mr. John Roach's yard within the last four or five years?—A. No, sir; I do not remember chartering a single one.

Q. Did you charter vessels to go from here up there with coal?—A. Yes, sir.

Q. Did you not in that case have a charter-party to bring back the iron?—A. O, yes; that is so; old pig. I brought it back from Boston and Portsmouth. It went to Chester. There was a man there who had charge. I do not know who it was. It was not Russell; Russell introduced him to me.

Q. Was it William M. Hanscom?—A. Yes, sir; I think it was. We were taking some coal for the United States Government for Mr. Russell to Boston and Portsmouth, and after we had carried a part of it a gentleman was introduced to me by the name of Hanscom, I think, although I would not be certain as to that, and we made an agreement to bring a part of this iron. I think it was two loads from the Portsmouth yard and three or four from the Boston yard.

Q. According to usage, did you give him a part of the commission?—A. Never a cent.

By Mr. JONES:

Q. Have you shipped any coal from here to the New York navy-yard?—A. I do not recollect. That is not our business. We have larger and deeper vessels. All the coal that goes to New York goes through the canal. It may be the case that we have, but I do not remember a single vessel sent to New York.

Q. Did you bring any plate-iron from New London for Roach or anybody else?—A. No, sir; nor from New York, that I know of.

Q. Are you sure that you did not carry but two loads of iron from the Portsmouth navy-yard?—A. I am not sure of that, but I think that was all. I think there were but two cargoes shipped from there; but if I recollect right there were five or six shipped from Boston, and we got, I think, only two or three of them.

Q. Do you recollect how large these cargoes were from Portsmouth?—A. I think they were something like 300 tons apiece. I think there were from 600 to 700 tons, taking both cargoes.

PHILADELPHIA, *April* 17, 1876.

WILLIAM A. WITHERUP sworn and examined.

By the CHAIRMAN:

Question. Are you the book-keeper of Mr. Dell Noblit?—Answer. I am.

Q. Where is Mr. Noblit at the present time?—A. He is sick.

Q. As such book-keeper, can you state the extent of Mr. Noblit's business with the Navy Department for the last two, three, or four years?—A. I should calculate it was some $250,000 to $300,000.

Q. Do you mean per annum or altogether?—A. I mean altogether.

Q. How far would that go back?—A. I think I have had charge of the books three or four years.

Q. During that period of time do you know whether he has had any business relations with E. G. Cattell or A. G. Cattell, or A. G. Cattell & Co.?—A. Yes; I think he has. I cannot state as to individual relations, but he has had business transactions with the firm.

Q. Do you know whether during that period of time he has paid any commissions to the Messrs. Cattell & Co., or to any member of the firm?—A. Not to my knowledge.

Q. Is there any such account open upon his book as commissions?—A. No, sir.

Q. What is the nature of his business with Messrs. A. G. Cattell & Co.?—A. He has loaned them money and he has borrowed money from them. Whether he has purchased anything from them or not I do not know. I could, however, tell from the books.

Q. Has Mr. Noblit had any business relations with G. M. Robeson, Secretary of the Navy?—A. Not to my knowledge.

Q. Is any account with Mr. Robeson open on the books?—A. No, sir.

Q. Are there no entries of any character or payments made through or to him?—A. No, sir. Not during my time.

Q. Does any account appear upon his books with Mr. J. O. Bradford?—A. No, sir. I do not know of any.

Q. Or with Mr. Watmougly?—A. No, sir. Not that I am aware of.

Q. Or with Mr. Russell?—A. There has been an account with Mr. Russell of money loaned to him. I do not know of anything else.

By Mr. BURLEIGH:

Q. Does all the cash of the house go through your hands?—A. The entries of the cash do.

Q. All of them?—A. Yes; so far as I know.

Q. Are there no memoranda or entries on your books showing money transferred to those having influence or power with any one in the Navy Department?—A. Not to my knowledge.

Q. If there were any entries of that kind would you not know it?—A. I would if they were entries which would have to go into the account; otherwise I would not know it.

Q. If they were entries and did not have to go on your accounts it would be something remarkable, would it not?—A. Yes; I think so. But what I mean to say is this, that if Mr. Noblit should draw money and have it charged to him, I would of course have no way of knowing what that money was used for.

Q. Still you do know pretty well, generally, when he draws a check what it is for?—A. Well, no; I cannot say that I do; that is, his individual check for his individual use.

Q. Does he own the whole concern?—A. I think he does at the present time. His brother, John Noblit, was formerly connected with it.

Q. Did you never draw a check for him to sign to give to some one, which check was not charged on your book?—A. No, sir.

Q. Does he fill out and sign and draw checks himself?—A. Yes.

Q. Is there not in any place on the stubs of those checks the statement of what they were drawn for?—A. Yes. When the checks were not drawn by me it would be necessary to put that synopsis on the stubs, so that I would know for what purpose the check was given.

Q. Have you those stubs?—A. Mr. Noblit, I presume, has them.

Q. Are they not in your possession?—A. No, sir; not the stubs of old check-books which have run out.

Q. Are they not in the building, and accessible to you?—A. I presume they are.

PHILADELPHIA, *April* 17, 1876.

W. A. WITHERUP recalled and examined.

By the CHAIRMAN:

Question. Have you obtained the stubs of the checks which you were requested to furnish to this committee?—Answer. I have not been able to get them, owing to Mr. Noblet's absence. They are locked up. The cash-book, however, will show everything that the check-book would show.

Q. Upon reference to the books of Dell Noblit, I notice, under the head of "loan account," a loan made to Mr. A. W. Russell, dated January 17, 1874, for $600; that appears to be correct, does it?—A. Yes, sir.

Q. I notice that that loan is credited by cash returned $600, of date March 6, 1876; do your books show that any interest was paid or received upon that loan?—A. Yes, sir; there is an entry, "interest on note, $75."

Q. That entry is of very recent date, is it not?—A. Yes, sir; March 6.

Q. Under your loan account I observe under date March 13, 1874, "A. G. Cattell & Co., $2,000;" is that correct?—A. That is correct.

Q. Now, turning to the credit side of that loan account, I call your attention to the fact, as is appearent from your ledger, that in both the entries on the credit side of the account of Russell and the account of A. G. Cattell & Co. there have been erasures made in the book.—A. [Examining.] Apparently there have been.

Q. Can you explain why that was done?—A. I cannot.

Q. Do you know by whom the erasures were made?—A. I do not. I do know that they were not made by me.

Q. Who has access to the books except yourself?—A. The books are kept in Mr. Noblit's desk, in his office in the bank. They are not particularly under lock and key. Mr. Noblit has access to them at all times, and also Mr. Jno. Noblit.

Q. Is the credit made to Mr. Russell in your handwriting?—A. Yes, sir.

Q. The entry is made by you?—A. Yes, sir; and made by me in the cash-book.

Q. Do you remember to have received the payment from Mr. Russell?—A. I remember to have seen it paid to Mr. Noblit by a check. I cannot say on what bank nor can I tell the amount of the check.

Q. What possible motive or reason could there have been for that erasure?—A. I do not know.

Q. Is Mr. A. W. Russell the purchasing-paymaster at this place?—A. Yes, sir.

Q. Are the books which you have produced the only books which you have in your custody?—A. No, sir; there is what we call the day-book.

Q. Your day-book being the one from which these accounts are made up?—A. No, sir; the day-book has the entries of bills purchased and bills sold. There are no cash entries in it.

Q. It is the merchandise entries?—A. Yes, sir.

Q. I notice upon your cash-book, under date of February 19, 1875, expense account, "A. W. R., $22.80." What does that mean?—A. That is probably taken from the stub of the check. That is my entry, and I presume I made it from the stub of a check.

Q. That is upon the credit side of cash?—A. Yes, sir.

Q. And on the debit side it says "United States Navy Department," does it not?—A. Yes, sir; those are payments of bills in the Navy Department.

Q. Then those credits would be charged upon that account, would they not?—A. This credit is a charge against the cash. That was so much cash paid out.

Q. Except from the Navy Department and D. and J. Noblet on the debit side, are there shown to be any other sources from which cash is received?—A. No, sir.

Q. Hence the expense account paid to A. W. R. is a charge upon that sum of cash so received?—A. Yes, sir.

Q. Who is A. W. R.?—A. I do not know what that entry is any more than that, as I say it must have been taken from a stub of a check.

Q. Upon turning to your ledger, that item is shown to be cash paid out, is it not?—A. Yes, sir.

Q. Then it is apparent that that sum of cash was paid to A. W. R., whoever he is?—A. Yes, sir.

Q. Are not those the initials of the purchasing-paymaster at this place?—A. Yes, sir.

By Mr. BURLEIGH:

Q. In looking at this account it has apparently been squared once, has it not?—A. No, sir; this is the loan account. There is no balance of the account; each entry balances the opposite entry.

Q. What is the object of making that erasure on the credit side of the loan account?—A. I do not know. I did not erase anything myself.

Q. Is that not where A. G. Cattell is charged cash $2,000? Was not that entry made after the red mark was put on the line underneath?—A. No, sir.

Q. Can you find any other part of the book where there is an entry close down to the red line?—A. That red line was not drawn there for the purpose of balancing.

Q. Do you find any other part of the book where an entry is made close on the red line like that is made?—A. The only difference is that this line comes all the way across instead of having a short line above it. We draw the short line in order to balance, and then draw the long line underneath.

Q. In all your accounts that are balanced you draw a long red line?—A. Yes, sir.

Q. And a blank space of one line between that and the other charges. Is not that so?—A. Yes, sir.

Q. Is not this the only place where the charge is made to A. G. Cattell, No. 2, where the blank place usually left is filled with a charge?—A. I will explain to you that that was not intended to be drawn across there for the purpose of balancing, and that is the reason that there was no blank space left, because each entry in that account, called "loan account," balanced itself. That entry was not made there after the red line was drawn.

Q. Can you swear to that?—A. Yes, sir.

Q. You say that that payment to A. G. Cattell & Co. was not put in there after the red line was drawn and the account considered closed?—A. Yes, sir.

Q. Then why is the erasure on the credit side on that same line?—A. That I cannot tell because I did not make it.

Q. That erasure goes right across to the credit side of the page, does it not?—A. Yes, sir.

Q. Where is that loan charged to A. G. Cattell & Co.?—A. It stands there on the books as a charge against them. It is also charged on the cash-book, at page 173, "A. G. Cattell & Co., loan, $2,000, March 13, 1874."

Q. Was that posted at that time?—A. Yes, sir.

Q. Have you any other loan like that out to any other individual?—A. I cannot tell you that. There is a loan to Waldron Hook, November 28, 1874, which has not been paid; that is the only one besides A. G. Cattell & Co.'sloan.

Q. Are those the only two loan accounts which you have out which are not paid?—A. Yes, sir.

PHILADELPHIA, *April* 21, 1876.

WILLIAM A. WITHERUP recalled and examined.

By the CHAIRMAN:

Question. I call your attention to the cash-book of Mr. Dell Noblitt. On page 147, I find ash credited with the sum of $150 opposite the name of A. W. Russell; is that correct?—nswer. I presume so; it is not my entry or writing.

Q. Do you know anything about the transaction?—A. I do not.

Q. Do you know whether it was paid to him, or in what manner it was disposed of by im?—A. No, sir; I do not.

Q. On page 179 in your cash-book, under date of October 27, 1874. I find this item: Expense-account, check to A. G. C., $500." Do you know anything about that?—A. hat is my writing.

Q. Can you explain the meaning of that transaction?—A. No, sir.

Q. Will it not appear from that entry that the expense-account of the establishment was harged with a check given to A. G. C.?—A. Yes, sir.

Q. What party or person do those initials A. G. C. represent?—A. It might represent A. . Cattell. I do not know that it does.

Q. Do you know of any other person with those initials having business relations with our firm?—A. I do not know that I do.

Q. On page 181, I find under date of December 21, 1874, "Expense-account, $233.85, . W. R."—A. That is correct.

Q. That would represent that expense-acccunt was chargeable with that sum of money aid to a party bearing the initials A. W. R.?—A. Yes, sir.

Q. Those are the initials of the purchasing-paymaster at this place?—A. Yes, sir.

Q. On page 137 of the same book, the following entry on the credit side of cash: "Exense A. G. Cattell & Co., for presents, $250." Do you know anything about that transction?—A. No, sir.

Q. I observe upon page 304 of your ledger, under date of December 30, 1874, an entry nder the journal head of "profit and loss," of the following nature: "To contingent acount, $600." "To contingent account, $2,000." Can you state what this is?—A. Those ntries were made by direction of Mr. Noblett.

Q. When?—A. I cannot tell when.

Q. [Holding book to the light.] I desire to call your attention as to whether the original ntries on this book have not been erased?—A. [Examining.] Yes, sir.

Q. Do you know what was beneath that?—A. Yes, sir.

Q. What was it?—A. At this time, September 30, the sum of these accounts was carried nto "profit and loss." There were two entries in the "loan-account"—"A. W. Russell, 600," "A. G. Cattell & Co., $2,000." Afterward Mr. Noblett told me that he wanted these wo entries changed. The erasures on page 731, under "loan-account," made in the entries eferring to A. G. Cattell & Co. and A. W. Russell, were not made by me.

Q. Were the erasures named in the contingent account made by you?—A. Yes, sir; I hink they were. I won't say positively about that.

Q. You state that that was all done by direction of Mr. Noblett?—A. Yes, sir.

Q. When did he give you that direction?—A. I cannot tell you when.

Q. Was it a year ago, or two, or three, or four years ago?—A. Not so long ago.

Q. A month ago?—A. It might have been.

Q. Have they not been made within the period of the last month?—A. No, sir.

Q. Have they been made within the period of the last two?—A. I cannot say as to that. It must have been prior to March 6, 1876, but how long prior to that time I cannot say.

Q. It is a day or two?—A. No, sir, longer than that.

Q. A few days prior to that date?—A. No, sir, longer than that. I cannot say how long.

Q. Do you remember about that time hearing that this committee had called for the books f Mr. William Matthews, of New York?—A. No, sir; I never heard that.

Q. Did you never read it in the newspapers?—A. No, sir; I never read it in the newsapers.

By Mr. HARRIS:

Q. What is the effect of that change?—A. It is to leave these charges against Mr. Russell and against A. G. Cattell & Co.

Q. While before that time they had been placed to "contingent account?"—A. Before hat they were placed to "profit and loss."

Q. As loss?—A. Yes, sir.

PHILADELPHIA, *April* 17, 1876.

JOHN S. LEE sworn and examined.

By the CHAIRMAN:

Question. Where do you reside?—Answer. Camden, N. J.

Q. Are you acquainted with Mr. Robeson, Secretary of the Navy?—A. Yes.

Q. Are you acquainted with the Messrs. A. G. and E. G. Cattell?—A. I am.

Q. State if you know anything about the relations which exist between the Secretary of the Navy and the Messrs. Cattell, or either of them?—A. I do not know anything positively. A little over two years ago, or previous to that time, I was in the ship-chandlery business, but I have been out of it for about two years. Some four years ago we were doing some business with the Department in connection with the Philadelphia navy-yard, and I noticed several things which I thought were irregular, and of which I made a memorandum at the time. A fire occurred, however, at the store and destroyed my memoranda, and I have no facts in my mind now that I can remember. I noticed that Mr. Cattell and his friend, Mr. Noblett, had considerable business at the purchasing-paymaster's office.

Q. Did you ever call the attention of the Secretary of the Navy to that fact?—A. I think I did. I think I wrote him a letter concerning it.

Q. Did you complain or state in that letter that the customary methods which had theretofore prevailed in the navy-yard, had been deviated from for the advantage of those parties?—A. I do not know that I stated it exactly in that way.

Q. In what way did you state it?—A. Before Mr. Robeson was appointed Secretary I was intimate with him, and being in the ship-chandlery business, and having done always more or less in the line of furnishing goods to the Navy, but not to a very large extent, I called his attention to the fact that he might enable me to do considerable more. He had promised that I should, and he gave me a letter to the purchasing-paymaster, who was at that time Mr. Petit. I complained that Mr. Petit did not give me much of a show. He afterward appointed Mr. Russell and told me things would be different. I presented my letter from the Secretary to Mr. Russell, but things did not change; and seeing that I hadn't much of a show, I wrote, in very plain words, to the Secretary that I did not ask any favors, but merely asked a right to have a chance in fair competition with others. I told him I would throw aside former friendship, and claimed that it was my right to have an equal chance with the Cattells or anybody else. That is about the sum and substance of the letter. I think he made me no reply. I never did a dollar's worth of business for the Navy after that.

Q. Did you have a fair show in fair competition?—A. No, sir; I say that I did not.

Q. State if it is your observation that Messrs. Noblett and Cattell have done the larger part of the business?—A. It has appeared so to me, although I cannot say positively, as I could not tell who was furnishing goods. Mr. Noblett appeared to have a good deal to do and say in the office. He would go in, go to the paymaster's desk, overhaul his papers, and have access to my proposal or any others, or any other papers which were lying on his table. I have seen that done. As to what Cattell or the others have done in the way of furnishing supplies, I can only say that I have suspicions; I do not know facts. That is, I have no positive evidence of it, although I made that charge to the Secretary in writing. I recollect Paymaster Russell telling me that when he came to Philadelphia he did not know anybody; that he was a stranger; that the only man he knew was Elijah Cattell, who got him appointed here or placed here. In another interview he informed me that Mr. Noblett was on his bond. I never saw anything of Alexander Cattell in connection with the business. Every time I was brought in contact with any of them it was Elijah, although Elijah and Alexander are in partnership, and were at that time under the firm name of A. G. Cattell & Co. They were near neighbors of mine in business and were supposed to be doing a grain business, but there has not been much grain handled there for the last six or seven years, I think.

Q. That was their nominal business, however?—A. Yes.

Q. Do you know, or have you information, of any fees or commissions being paid by anybody, directly or indirectly, to any one connected with the naval service?—A. No, sir.

Q. Do you know within the last three or four years that advertisements have been made for the supplies and stores required at the navy-yard at Philadelphia?—A. Not in the way that they formerly were. Occasionally there are advertisements issued for some coal, but I do not recollect advertisements for general supplies during that length of time, except once a year in an order emanating from Washington. Prior to that period, however, it was customary when the paymaster wanted to buy anything, if it amounted to $200, or more, to advertise for proposals. That has not been done for some years past. My business has been such as to lead me to scan the newspapers quite closely, and the only advertisements which I have seen during the period, as I have mentioned, have been occasionally advertisements for cargoes of coal, or for vessels to carry it.

Q. Do you know who has been furnishing the coal at this point to the Government for the last three or four years?—A. No, sir.

Q. During this period of time, and particularly since Mr. Russell has been there, how often have invitations for proposals been submitted to you?—A. I do not know that any have

been submitted to me. I made it my business to go to his office every day, and to ask him if they wanted anything. He would then, perhaps, ask me to make a bid for some supplies. When Mr. Petit was there he sent me invitations a number of times.

Q. You do not, however, remember a single instance in which Mr. Russell invited you to make proposals?—A. No; except verbally. If I called in at the office and asked if they wanted anything, he may have said to me that they wanted something, and that I might bid on so and so.

Q. This committee is charged by the House of Representatives with the duty of investigating into any errors, abuses, or frauds, which may exist in the naval service. Do you know of anything yourself which would be material to this investigation?—A. I do not recollect anything. As I have said before, while I was in business, I made it a point when I noticed any irregularities, or anything wrong in the paymaster's office, to make a memorandum of it and put it in my desk, but owing to the fire which occurred in my store and burned up my memoranda, I am unable to give you any information. My mind is not clear as to any acts of irregularity.

Q. But you are satisfied that you called the attention of the Secretary of the Navy to the way in which things were being done by the paymaster at that time?—A. Yes; I recollect the substance of that letter, charging the Cattells with having the inside track and saying that there was no use in my attempting to do anything.

Q. Since that time has there been any change in the mode and method and extent of the business with the Cattells and the Nobletts?—A. I have no knowledge of the business, having been out of it for over two years. After sending my letter to the Secretary of the Navy, I did not go near Mr. Russell's office. I staid away, and if he had come to me and asked me to sell him something I would not have done it.

By Mr. HARRIS:

Q. What class of goods do you deal in?—A. Ship-chandlery goods, ropes, and everything used on board ships, anchors, chains, &c.

Q. Did you ever furnish any goods not within your special line?—A. No, sir; the ship-chandlery business comprises everything that is used on board of ships.

Q. It would not include provisions and clothing, would it?—A. Yes, it includes provisions, but not clothing; although on one occasion, I believe, we furnished some woolen sacks.

Q. Have you ever had a conversation with the Secretary since you wrote him that letter?—A. I have never spoken to him. I have treated him with contempt.

Q. Were your relations pleasant and agreeable with him before that time?—A. Yes.

Q. Was there any other cause for your feeling toward him except that you did not succeed in getting contracts?—A. Except that he had not kept his word with me. He promised me that I should have not only an equal chance, but a better chance than before; that when there was anything wanted I should know it, and have the opportunity to bid for it. We always considered it a favor to know when things were wanted.

Q. You dealt directly with the paymaster?—A. Yes.

Q. Of course you do not know what instructions the Secretary gave the paymaster?—A. I do not. This letter from the Secretary was written in rather a peremptory tone, and I thought it very strange that the paymaster should pay no attention to it. After considering the matter, I supposed that the Secretary must have had some private understanding with the paymaster not to notice that letter.

Q. Did he have a peremptory order to buy from you?—A. Yes.

Q. Did you see that letter?—A. It was a letter to me, which I showed to the paymaster. It was introducing me to the paymaster.

Q. You do not know, then, but what that letter is all that the Secretary communicated to the paymaster?—A. No, sir; I do not know that.

PHILADELPHIA, *April* 17, 1876.

DANIEL BODINE sworn and examined.

By the CHAIRMAN:

Question. Where do you reside?—Answer. In Camden, N. J.

Q. Do you know the Secretary of the Navy?—A. I do.

Q. State if, since he has been Secretary of the Navy, you have purchased and sent to him a pair of horses?—A. When he first took charge down at Washington I sent him a pair of horses.

Q. State to the committee who paid you for those horses?—A. He paid me for them himself.

Q. Did the Messrs. Cattell, or either one of them, pay you for the horses?—A. They had nothing at all to do with that.

Q. Did not you *receive their check*?—A. No, sir.

Q. Were you paid directly by the Secretary?—A. I was paid by him. I received the money in two payments. First he paid me $400, and I think the next time he gave me the balance, his own check.

By Mr. HARRIS:

Q. How much was that balance?—A. I sold him the pair for $800.

By the CHAIRMAN:

Q. Were those the only horses that you sold to him?—A. No, sir; I sold him horses before he went into the Navy Department.

Q. I mean since he has been the Secretary of the Navy?—A. I sold him one about a year ago.

Q. Did the Messrs. Cattell have anything to do with the payment for that horse?—A. No; he sent me his check. I wrote down to him that I knew where there was a saddle-horse which I could buy for a certain price. He had spoken to me about it some time before. He sent me his check for it. There was a check paid to me by the Cattells for another horse. I went to the Cattells to borrow the money from them, telling them Mr. Robeson owed me for his horse, and they (the Cattells) told me that they would let me have that money.

By Mr. BURLEIGH:

Q. When was that?—A. About three or four years ago. The Cattells were friends of mine, and I have borrowed money from them several times. If I am not mistaken, the amount they gave me was $350. The first pair he paid me half on; and after waiting some time I wrote down to him that I should like to have the balance.

By the CHAIRMAN:

Q. How came you to call on the Messrs. Cattell?—A. I have borrowed money of them a number of times, and I went to them and told them I wanted to borrow some money at that time. I said, "I have sent a horse down to Mr. Robeson, and have not received the money yet." Then they told me they would give me the money.

Q. Of course you returned that loan?—A. No, sir.

Q. Who paid it?—A. They paid the money to me.

Q. It was not borrowed then?—A. It was advanced to me.

Q. Is that the only transaction which you ever had with them in which Mr. Robeson was concerned?—A. No; I had another transaction.

Q. What was that?—A. It was a sale of a horse about a year ago. I think I went to them and got the money for that. I sold the horse to Mr. Robeson. I wrote down to him that I could buy a saddle-horse, and he told me that if the horse was all right, and would drive in harness, he would take him.

Q. How much was the extent of that sale?—A. I think it was $275.

Q. Did the Cattells pay you that money?—A. Yes.

Q. Did that occur last fall?—A. It was about a year ago.

Q. Have you had any other transaction of a similar nature?—A. No; they never bargained with me for any horses.

By Mr. HARRIS:

Q. Do you know or have you been informed whether Mr. Robeson paid all that money back?—A. I do not know anything about that.

PHILADELPHIA, *April* 14, 1876.

JOHN M. SCOVEL sworn and examined.

By the CHAIRMAN:

Question. Are you a resident of the city of Camden, N. J.?—Answer. I am, and have been for twenty years.

Q. Do you know Mr. George M. Robeson, the present Secretary of the Navy?—A. I have that pleasure.

Q. How long have you known him?—A. Twenty years; I practiced law with him when he was prosecutor of pleas.

Q. Your relations were intimate up to the period of time when he became Secretary of the Navy, were they not?—A. Very friendly.

Q. Did you have an opportunity of knowing what estate he possessed at the time he was made Secretary of the Navy?—A. I think it was as near nothing as possible. I know that he was a very poor man, and so reputed in Camden. He was dependent entirely upon his profession. My cousin, Mr. A. C. Scovel, was Mr. Robeson's partner until he became Secretary of the Navy. He prosecuted and I defended in all important cases there, so that I knew him very intimately

Q. Do you know by what agency Mr. Robeson became Secretary of the Navy? Have you any knowledge or information on that subject?—A. It was reported among us that he was made Secretary of the Navy by Mr. Borie, and more particularly by A. G. Cattell. They have run him ever since, in our opinion.

Q. Upon what is that opinion based?—A. In the first place, it would be a long story; but I resisted the combination in the legislature that nominated Mr. Cattell, and elected him United States Senator. That is why I came to know these men very intimately. Mr. Cattell offered me at one time $30,000 to vote for him. I refused it, and kept the legislature from going into joint meeting for six months, from April until September, and then voted for him under protest to save the fourteenth amendment, which depended on my casting vote in the senate. I was president of the senate of the State of New Jersey at that time. That was in 1865.

Q. As I understand you, Mr. Cattell offered you $30,000 for your vote?—A. Yes, sir; he came into my office, and hit his fist on the table, saying, "By God! I am going to be United States Senator, and I have $30,000 here to give you to make me so; you have got the casting vote." I says, "You cannot give it to me." I refused it. That made war to the knife, and we have not been on speaking terms for ten years since then.

Q. The relations of Mr. Cattell and Mr. Robeson since that time have been exceedingly intimate, have they not?—A. They are as intimate as any two human beings can be.

Q. Have you seen them frequently together?—A. O, yes; they run the Navy Department together.

Q. What knowledge or information have you on that latter branch; that they run the Navy Department together?—A. It is chiefly from rumor and from having some business in the Department, and seeing Mr. Cattel there and knowing of persons who recommended people who wanted favors there to Mr. Cattell, and through him to Mr. Robeson. My cousin, Charles P. Stratton, who was friendly with all the parties, was one of the ring there, and one of Robeson's right hand men.

Q. Do you know anything about the expenditure of money in any political campaign, which money was received from Mr. Noblett, or parties connected with the naval service in any way, as contractors or otherwise?—A. Generally, but not particularly, only to this extent: that Mr. Robeson always came up there to elections; even to the election for mayor. He has always been my enemy, but I would go there to conduct the campaign, and as late as the last campaign his hand was in the election of General Sewell. He would come personally at all the elections. The idea was given out that he was going to visit his mother. He always operated in our campaigns. He never gave me any money except when I assisted him. We did become friends again, and I endeavored to assist him in his election for United States Senator.

Q. Do you know of any fund being raised for that purpose?—A. Only by common reputation; that $30,000 or $40,000 was spent, and the money was very free. I do not know where it came from, or went to. I know that he furnished the expense of running an extra train, and matters of that kind, in some instances. I know of no illegitimate expense. For example, I made a speech at Camden one night, and went to Bridgeton on a special train, and he furnished the money, or part of the money, to pay for the train. I suppose that would be legitimate expenses of the campaign.

Q. You do not know from what quarter he derived the money?—A. No, sir; I do not.

Q. Do you know anything as to the designation of laborers in the navy-yard at Philadelphia, by whom, and by what influence it was done?—A. Yes, sir; I have been down and got Mr. Robeson to put in three or four of my friends; not until after I had supported him, however.

Q. Were these appointments made upon political considerations, or otherwise?—A. I told him they were friends of his and friends of mine, and I gave him their names, and he put them in. It took a greal deal of money and a great deal of time to get a few men in. I never had but very few men appointed in the navy-yard. Mr. Stratton could give you a great deal of light, if he would, because he has run that branch of the machine entirely.

Q. I understand from you he is a personal and political friend of the Secretary's?—A. More intimate than my cousin, Alvin Scovel, who was his law partner. He had the conduct of his campaign for the United States Senate. My relations with Mr. Robeson now are not unfriendly. My relations with Cattell are not friendly at all, although I did make him Senator.

Q. Do you know of any enterprise, speculation, or investment, in which Mr. Robeson and Mr. A. G. or E. G. Cattell are jointly interested?—A. Of my own knowledge I could not say as to that, because I do not know. They never took me into their counsels in any particular.

Q. Have you any information on that point, the sources of which are available to the committee?—A. They are reputed to have been together in this speculation in regard to land, with which A. G. Caseby was connected, and I think Cortland Parker, and possibly Frelinghuysen, and a good many Newark men. I think they called it Monmouth Beach. They bought a large tract of land. He had been in a great many things there, if you could only get at them. That was a speculation, now about three years old, to establish a place

near Long Branch called Monmouth Beach. They are reported to have been interested in that together.

Q. Do you know anything about the prosecution of claims before the Navy Department, or parties interested in that business?—A. When anybody had any claim before the Navy Department we always sent them to Stratton or A. C. Scovel. Those men had the Secretary's ear, and were with him continually. I supported Scovel in his interest for the legislature, of which he is now a member. These were the men who always put through claims in the Navy Department. I did not have much influence. Mr. Cattell was very jealous of me. I could not do anything there personally.

Q. Do you know of any large claims being put through by either Stratton or A. C. Scovel?—A. Mr. Stratton put a claim through for me about three years ago. It came to me from John O'Berne, of Philadelphia.

Q. Why did you not prosecute it yourself?—A. I had no influence with the Administration. I would be like Mr. Lincoln, who said that he had no influence with his Administration.

Q. You went to Mr. Stratton for his influence?—A. Yes, sir.

Q. Was that a large or a small claim?—A. Three thousand dollars.

Q. What was the nature of it?—A. O'Berne furnished me the papers, but really I cannot remember about it.

Q. How much of that claim was allowed; the $3,000?—A. Yes, sir; I gave Mr. Str_tton seven hundred dollars for getting it.

Q. What is his (Stratton's) present calling in life?—A. He is a lawyer, and a judge of the court of common pleas, a politician, and a commissioner in bankruptcy.

Q. Is he now holding the position of judge, or was he during the prosecution of this claim for O'Berne?—A. Yes, sir; my impression is that he was. His term expires a year from next May. He was in for five years. My impression is that it was since he has been a judge.

Q. You paid him $700?—A. That is my recollection of the amount.

Q. Did he have anything to do in the preparation of the claim; any labor or any work?—A. I could not say.

Q. What work did he do in regard to it?—A. He got it through.

Q. Did he go to Washington?—A. I think he did; he went down once when General Grant was on the train.

Q. Do you know of any other claim?—A. That is all that I remember.

Q. Have you any knowledge or information in regard to any abuses or frauds in connection with the naval service?—A. I think it was wrong, and have so said and written repeatedly, that Mr. Stratton should, as we supposed, run the navy-yard there. It was an open thing. He put men in and out of the yard when he pleased. If men were sent to him they would be put in and out apparently at his will for political purposes. I speak now from reputation. The navy-yard was always used by those people, of whom Mr. Stratton was the head, for the purpose of controlling elections, and they do control elections and nominations by the navy-yard and the custom-house. I went to a man named Evans once, a custom-house officer, and wanted him to support me for the State senate. He said he would if I would get a letter from George M. Robeson. Those two branches of the service were run in the interest of what is called the ring, and have been so for years.

Q. Do you know anything about the purchase of a tract of land on the Jersey side, opposite to or near League Island, by the Government, or by anybody for the use of the Government?—A. Only by reputation. The reputation was, I think, that Mr. Cattell had a set of silver presented to him for his supposed services in that regard. Mr. Warburton, of the Telegraph, told me that he gave $100 to it. My impression is that it was for that purpose. He was supposed to be the head and front of getting that done, which is supposed to be a great thing for the city of Philadelphia.

Q. You are having reference to the location of the yard at League Island. I speak, however, in regard to the purchase of a tract of land in the State of New Jersey, opposite to or nearly opposite League Island, for the purpose of getting dirt to haul down to fill in?—A. I have not any knowledge of that.

Q. You have stated that at the time Mr. Robeson became Secretary of the Navy, he was reputed not to be worth anything?—A. A lawyer there had a bill against him for $20 to collect, for books, for some time, and that did not look as though he was very rich; he was regarded by us to be as poor as the rest of us, and obliged to live by his profession.

Q. Did he have any visible estate outside of the house in which his mother resides?—A. He has bought that for his mother, I think, since he has been Secretary of the Navy. It is reported that E. G. Cattell had something to do with that; it is a plain house. I think they gave $4,000; it was purchased from Thomas Cochrane, of New York, who would know all about that; it was sold at sheriff's sale.

Q. Do you know at what time he purchased the house and lot in which his brother-in-law Mr. Price, resides?—A. It is my impression that that was during Mr. Lincoln's administration; they were reputed to have had some contract before for canvas; they lived there during Mr. Lincoln's administration and while I was senator.

Q. Then that house was owned by Mr. Robeson prior to his becoming Secretary of the

Navy?—A. Yes, sir; the impression I received was that the firm of Price had failed and that the title had been taken in Mr. Robeson for convenience' sake. That is my impression about it. I am clear, however, that it was during Mr. Lincoln's administration.

By Mr. BURLEIGH:

Q. Do you know whether Mr. Robeson, before he was appointed Secretary, was a high liver; I mean as to his living?—A. A very high liver; he used to come and cook terrapin in my house; I have seen him hold a couple of bottles of madeira at one time.

Q. Was that occasionally?—A. He drank a great deal.

Q. And was expensive in his habits?—A. Yes, sir; he was reputed to have made some money during the war, at Beverly; he furnished clothes, I think, with Nehemiah Perry, a democrat and a tailor, from Newark, and was reputed to have made money then; he lived very high.

By Mr. JONES:

Q. Did you ever receive money from Mr. Robeson for political purposes?—A. Only to charter this train down to Bridgeton to make a speech. I never have been intimate with him; that expense I regarded as legitimate expenditure in the campaign.

Q. Did he or any one else offer you any money to assist in electing him United States Senator?—A. His friend, Mr. Stratton, told me that everything would be lovely, and there should be no more warfare made upon me; in other words, he hung out the olive-branch in consideration that I was to come out and fight for him. I had had a good deal of warfare and I went in.

Q. Did you receive anything from Stratton?—A. No, sir; I never got any money.

Q. Do you know whether Mr. Stratton received any money for his influence, or anything else, in obtaining places in the navy-yard for men?—A. No; I am bound to say that their relations have long been so intimate, so close, that what he did for Mr. Robeson then, was what he had been doing for him for a great many years; he did put men in and out at his own will.

Q. Did these men have to pay Mr. Stratton anything to get those positions?—A. I think they paid him in votes.

Q. You do not know of any money transaction?—A. No, sir.

Q. Do you know anything in regard to Mr. E. G. Cattell's transactions with the Navy Department?—A. I simply know by general reputation that when any man wanted anything he went either to Aleck Cattell or E. G. Cattell, and that they were reputed to have, and certainly did have, the run of the Department at all times.

Q. Do you know of any one who has paid them any commissions for furnishing goods to the Government?—A. No, I do not, of my own knowledge. A man named John S. Lee might give you some information in regard to it. He was in the ship-chandlery business, and had a quarrel with Robeson because Cattell was allowed to run the whole Department, and he a Jerseyman, and his brother a postmaster, and an ardent friend of Robeson, could not get anything.

Q. Do you know of anybody who furnished Robeson any horses?—A. Dan Bodine did. I do not know whether he bought them, or whether they were a present. Mr. Robeson could not afford to keep one horse when he was in Camden.

Q. Has Mr. Robeson furnished any one's house, that you know of, in Camden?—A. Not to my knowledge.

PHILADELPHIA, *April* 21, 1876.

JOHN ROMMEL, Jr., sworn and examined.

By the CHAIRMAN:

Qustion. Of what bank are you the cashier?—Answer. Mechanics' National Bank of the city of Philadelphia.

Q. State if in your bank Mr. E. G. or A. G. Cattell have any account.—A. They have not. A. G. Cattell & Co. have an account with us.

Q. State whether you have now the means of telling this committee to whom checks given by that firm were made payable.—A. We have not; they, like other parties, receive their checks from us when the books are settled. We don't know to whom they are payable, and never looked at them.

Q. Would any entry or memorandum upon any of your books now enable you to state to whom they were made payable?—A. No, sir.

Q. Do you know whether at any time since they have been keeping an account with your bank, say since the year 1871, they have drawn drafts payable to the order of any parties?—A. None that I know of.

Q. Have you examined their account on your books to see whether checks drawn by your bank to their order upon New York City, or Washington, or Philadelphia have been given?—A. Yes, sir; I have examined *the books* and found none. In looking over the account of the

firm it appears to be a business-firm account, as I always supposed it was; it simply shows their checks received, so far as I can tell, from grain-merchants, with some discounting done for them on grain-notes, &c.; it appears to be the regular business of the concern so far as I can judge.

Q. And the amounts which have been deposited by them have all been paid out on the checks of the firm?—A. Yes, sir; always. They never had any individual account so far as I can discover; that account was opened in 1858, I think; at least the signatures on our books were put there in 1858, and the account has been going on ever since.

Q. Has your attention been called to whether that account of the firm has increased or diminished during the period of time that they have been depositing in your bank?—A. I think it has not. The account appears to go along with steady regularity, so far as I have discovered.

PHILADELPHIA, *April* 12, 1876.

EDWIN M. LEWIS sworn and examined.

Question. You are the receiver of the books, papers, &c., for the firm o Jay Cooke & Co.?—Answer. I was the receiver and am now the trustee.

Q. As such officer, have you charge of the books of said firm, in its branch at Washington City?—A. I have. I have here the transcript, which was requested of me from what is called the deposit-ledgers for the years 1870, 1871, 1872, and 1873, of George M. Robeson, no transactions appearing for the years 1870 and 1871. The first transaction on these books commenced the 4th of April, 1872. The last is dated September 16, 1873, showing a balance due Mr. George M. Robeson on that day of $966.43, which was paid to me, as receiver, December 23, 1873. That is an exact copy of the account, omitting the lead-pencil additions, which I did not suppose were of any moment. There appears to have been no balance struck from the time the account was opened until it was struck by me. There was no account of the Navy nor of Mr. Robeson as Secretary in these ledgers; I had that also looked over.

Q. I understand this, then, from you, that the books of this banking-house do not show any transaction of a prior date to that mentioned?—A. I did not look back further than 1870. As there was nothing in 1870 or 1871, I presume that there were no previous transactions. That should about cover the period during which Mr. Robeson was Secretary.

(The record produced by Mr. Lewis is as follows:)

756] *George M. Robeson.*

1872.			1872.		
April 12	1 chk	940 00	April 4	By dep	940 00
July 9	2 "	8,784 90	July 8		9,000 00
Sept. 25	4 M., 1867	4,565 00	Sept. 25		4,208 05
Oct. 30		1,197 00	26		450 00
Oct. 31		1,000 00	Oct. 21		4,500 00
Nov. 1		400 00	Nov 12		4,500 00
Nov. 2		300 00	Dec. 4		1,000 00
Nov. 5	2	900 00	6		4,500 00
Nov. 7		1,000 00			
Nov. 12		300 00			
Nov. 16		2,000 00			
Nov. 22		1,571 75			
Dec. 3		1,080 00			
Dec. 4		398 83			
	Balance	4,660 57			
		29,098 05			
Dec. 14	To chk	2,920 79	De . 7		4,660 5
	To folio 890, L. 7.				

1873.				1873.			
Jan.	1	To amt. fol. 756, L. C.	$2,920 79	Jan.	1	By amt	$4,660 57
	3				3	Dep	2,010 00
	7	Chk	600 00	Feb.	21		1,000 00
	11		983 00	June	4		10,000 00
	24		228 02		12		10,000 00
Feb.	26		140 00		16		349 38
Mch.	7		160 00				
	11		300 00				
	19		100 00	1873.		E. M. L. 5-453	966 43
	25		794 36				
Apl.	3		495 96				
May	22		2,695 25				
June	5		5,000 00				
	6		5,000 00				
	17		4,150 00				
	19		3,400 00				
July	7		511 00				
	1		104 20				
	8		473 10				
Aug.	23		100 00				
Sept.	12		250 00				
	16		580 70				
			28,986 38				28,986 38

PHILADELPHIA, *April* 3, 1876.

E. M. LEWIS recalled.

By the CHAIRMAN:

Question. In your examination yesterday, I called for a statement from the books of the banking-house of Jay Cooke & Co., of the items of the account of A. G. Cattell & Co., or the accounts of either the Cattells. Have you those accounts with you this morning?—Answer. I have a transcript from the ledger, commencing in 1871, and terminating in 1873, of Alexander G. Cattell, which account is balanced. I have also an analysis of the checks and deposits forming that bank-account, which is herewith submitted.

Alexander G. Cattell.

1871.			1871.		
July 19	1 check	$22,438 20	July 19	By dep	$22,743 61
20		305 41	Nov. 29		8,000 00
Dec. 6		2,500 00	Dec. 6		2,500 00
7		1,000 00	21		1,500 00
8		2,000 00	Jan. 13		1,000 00
19		1,000 00	19		854 75
21	2	5,020 00			
23		25 00			
1872.					
Jan. 18		911 75			
19		25 00			
20		1,000 00			
		225 00			
1872.		36,450 36		For'd fol. 129	36,598 36
Jan. 29	To amt. for'd fol. 125	36,450 36	Jan. 29	By amt. for'd	36,598 36
31		50 00	Feb. 12	Dep	225 00
Feb. 12		50 00	24		450 00
Mar. 1		1,000 00	29		7,000 00
9	2	1,100 00	Mar. 6		2,000 00
	Balance	7,623 00			
		46,273 36			46,273 36
Mch. 13	1 chk	1,000 00	Mch. 11	By balance	7,623 00
25		2,000 00	16	Dep	500 00
27		35 00	20		500 00
29		75 00	Dec. 19		2,500 00
April 2		5.000 00			
May 3		513 00			
Dec. 28		2,500 00			
1873.					
Mch. 20	To chk	100 00	Mch. 28	To dep	100 00
	Md. L. 7, Wash	165 00			

Analysis of checks and deposits forming the bank-account of Alexander G. Cattell with Jay Cooke & Co., Washington.

Dates of checks.	To whom payable.	Amounts.	Dates of deposits.	Items of deposits.	Amount.
1871.			1871.		
July 19	J. Shedd	$22,430 20	July 19	Phil. on us $8,371 61	
20	G. M. Robeson	305 41		Nat 1,500 00	
Dec. 6	Self	2,500 00		Cash 5,000 00	
7	...do	1,000 00		Accept..... 8,000	
8	...do	2,000 00		Less int. 124	
19	D. A. W	1,000 00		Stamp... 4	
21	Dft. Phila.....5,000			— 128	
	Self 20			— 7,872 00	$22,743 61
		5,020 00	Nov. 29	Cash	8,000 00
23	T. L. Tullock	25 00	Dec. 6	On Imp. Braders, N. Y., ck. 841, State Bk., Camden, fav. Ben. F. Archer	2,500 00
1872.					
Jan. 18	Latimer & Cleary	911 75	21	Cash	1,500 00
19	Self	25 00	1872.		
20	G. M. Robeson	1,000 00	Jan. 13	Phila	1,000 00
27	R. Joseph	225 00	19	..do	854 75
31	Self	50 00	Feb. 24	Cash	450 00
Feb. 12	...do	50 00	12	Phil	225 00
March 1	...do	1,000 00	29	Cash	7,000 00
9	M. M. Kaighn 100		March 6	Met	2,000 00
	Self..... 1,000		16	Riggs	500 00
		1,100 00	20	..do	560 00
13	Self, O. E. B	1,000 00	Dec. 19	Cash	2,500 00
25	.....do	2,000 00			
27	Self	35 00			49,773 36
29	..do	75 00			
April 2	Dft. Phila	5,000 00			
May 3	Self	513 00			
Dec. 28	Jay Cooke & Co., or bearer	2,500 00			
		49,773 36			

Q. I also called for an itemized statement of the account of G. M. Robeson with that banking-house, and any explanations or particulars connected therewith. Have you these, and will you produce and file them as a part of your statement before this committee?—A. I filed yesterday the transcript of his bank-account. I now submit the analysis of the checks and deposits upon that bank account, as follows:

Analysis of checks and deposits forming the bank-account of George M. Robeson with Jay Cooke & Co., Washington.

Dates of checks.	To whom payable.	Amounts.	Dates of deposits.	Items of deposits.	Amounts.
1872.			1872.		
April 12	Deposited First National Bank, his credit.	$940 00	April 4	Phil. on us .....$10,000 00 Less 8,000 67's.... 9,060 00	$940 00
July 9	Adl. June 22 ..... 5,315 00 Interest ..... 12 40 5,327 40 3,000 '67's, at 115½.. 3,457 50	8,784 90	July 8 Sept. 25	Cash..... Phil on us..... 208 05 Cash..... 4,000 00	9,000 00
Sept. 25	4,000 67's, at 114½.....	4,565 00	26	N. Y	4,208 05
Oct. 31	John Cain.....	1,000 00	Oct. 21	Cash.....	450 00
30	A. E. Borie.....	1,197 00	Nov. 12	Cash.....	4,500 00
Nov. 1	D. P. Elmer	400 00	Dec. 4	Philadelphia	4,500 00
2	William E. Porter.....	300 00	6	Cash.....	1,000 00
5	Self..... 500 00 John Cain..... 400 00	900 00	1873. Jan. 3	Note, J. P. Stockton.....	4,500 00
7	H. N. Coager	1,000 00	Feb. 21	Net.....	2,010 00
12	Richard S. Leaming.....	300 00	June 4	Note.....	1,000 00
16	(No record).....	2,000 00	12	Cash.....	10,000 00
22	O. E. Babcock.....	1,571 75	16	Coupons..... 302 50 Premium, 15½ %..... 46 88	10,000 00
Dec. 3	..... do.....	1,080 00		Balance.....	349 38
4	Mary J. Buchlar.....	398 83			966 43
14	O. E. Babcock.....	2,920 79			53,423 86
1873.					
Jany. 7	G. M. R	600 00			
11	Purdy & Nicholas	983 00			
24	Draft, C. K. Baldwin, Hong Kong, favor E. S. Higgins & Co., $200.02, at 114.	228 02			
Feb. 26	D. Vickers	140 00			
Mch. 7	W. A. Torry	160 00			
11	F. L. Cunier.....	300 00			
19	Bearer	100 00			
25	Draft, M. J. Buckler, Paris, favor J. Monroe, $686.27.	794 36			
April 3	Alden C. Scovel.....	495 96			
May 22	O. E. Babcock	2,695 25			
June 5	..... do.....	5,000 00			
6	..... do.....	5,000 00			
17	Richard Wallack	4,150 00			
19	O. E. Babcock	3,400 00			
July 1	A. C. Scovel.....	104 20			
7	Darling, Griswold & Co.....	511 00			
8	A. C. Scovel.....	473 10			
Aug. 23	Isaiah Hanscom.....	100 00			
Sept. 12	Joseph Coult.....	250 00			
16	A. B. Schelden.....	580 70			
		53,423 86			
1873.					
Sept. 18	To balance.....	966 43			

Q. I also called for any memoranda or any particulars in connection therewith, which throw any light upon the same.—A. I produced a statement of a certain acceptance for $8,000 and a note for $10,000, as follows:

July 19, 1871. Jay Cooke & Co., Washington, discounted draft of George M. Robeson, accepted by A. G. Cattell & Co., for $8,000, due October 17–20, 1871.

Same was renewed, due February 19–22, 1872.

Again, was renewed, due June 21–24, 1872.

Again, was renewed, due October 19–22, 1872.

Again, was renewed, due February 16–19, 1873.

Again, was renewed, due June 18–21, 1873.

Again, was renewed, due October 21–24, 1873.

September 23, 1873, sent to Philadelphia house.

Jay Cooke & Co., Philadelphia, charged it to A. G. Cattell & Co., taking at maturity their note due September 11, 1874, $8,000, with interest.

September 11, 1874, A. G. Cattell & Co. paid to E. M. Lewis, trustee—

Amount of note.....	$8,000
Interest	420
	8,420

As collateral Jay Cooke & Co. held a mortgage of Elijah Cattell on land in New Jersey, which was delivered to E. M. Lewis, receiver and trustee—security, I believe, for the two notes of A. G. Cattell & Co., upon payment of which the mortgage was delivered to A. G. Cattell & Co.

June 4, 1873, Jay Cooke & Co., Washington, discounted note of George M. Robeson, indorsed by Henry D. Cooke, for $10,000, due August 2-5, 1873.

Same was renewed, due November 6-9, 1873.

Sent to Philadelphia house, September 23, 1873.

Jay Cooke & Co., Philadelphia, charged same to A. G. Cattell & Co., taking their note due September 11, 1874, with interest, for $10,000.

September 11, 1874. A. G. Cattell & Co. paid E. M. Lewis, trustee, amount of note	$10,000 00
Interest	511 66
	10,511 66

PHILADELPHIA, *April* 10, 1876.

SAMUEL Y. CURTIS sworn and examined.

By the CHAIRMAN:

Question. What is your present employment?—Answer. I am clerk for the firm of D. & J. Noblitt, at their hair-cloth manufactory, corner of Randolph and Jefferson streets.

Q. How long have you held that position?—A. Since July, 1873.

Q. Are you the book-keeper of that firm?—A. I have charge of the factory books.

Q. Have you any knowledge of their business with the Navy Department?—A. I have this knowledge of it: Mr. John Noblitt would call in the factory in the morning as he went down town, and if he had an order to furnish the Department with any supplies, I would take a memorandum of it, and he would direct me where to go around to get the prices from different parties. I would go to him, and give him the prices, and make the purchase. I did that, in connection with my business at the factory, for two years, during 1874 and 1875. I attended to a great deal of that business when Mr. John Noblitt was confined to his house, and afterward. I would assist him in the purchases. I would go around the city to these parties, and find out the prices of these things, and see the lowest price for which they could be bought, go to him and inform him, and then he would tell me where to go and make the purchase, and I would see that they were delivered properly at the navy-yard, &c. Sometimes at the factory and sometimes at the bank the bills would be made out for that material put into the Philadelphia navy-yard.

Q. You have no knowledge of the business done at the upholstering establishment?—A. I am not at all connected with that in any way, and never have been. That is now a separate firm entirely. The factory I am at is D. & J. Noblitt. The firm in Second street is Noblitt, Brown, Noblitt & Co., which comprises Del. Noblitt jr., and Joseph Noblitt. the younger brother. John Nobbitt is not interested at all in the store on Second street, but he is in the hair-cloth factory with Del. Noblitt, jr., or D. & J. Noblitt.

Q. He has no connection with any other establishment than that of D. & J. Noblitt?—A. No, sir.

Q. The character of the goods and material that you purchased is of all classes, is it not?—A. Yes; iron of different kinds, bolts and nuts, and things of that kind.

Q. Provisions?—A. I never purchased any provisions or clothing, or anything of that kind. Most of the material that I purchased was furnished the construction, repair, and steam-engineering.

Q. Are you able to state, without reference to your books, the extent of their sales to the Navy Department since 1870?—A. No, sir; the navy-yard books were not kept at the factory. They were kept down at the Corn Exchange Bank by Mr. Noblitt. Mr. Noblitt would give me the requisition. I would take a memorandum of that requisition and leave it with them, and take it in a book, and then go around and get the lowest prices for the goods, report said prices, and they would then instruct me where to purchase it.

Q. And when purchases were made they would attend to getting the bills themselves? You had no agency in that?—A. No; I would make out the bill, and they would take it and enter it on the book at the bank. Their navy-yard books are kept entirely separate from the factory. During the last year or two they have put in considerable material in the Philadelphia navy-yard, bolts, nuts, and iron of different kinds.

Q. They were not dealers in those articles of hardware, were they, except as they purchased, and supplied them to the Navy Department?—A. No, sir; the factory is a hair-cloth factory. The store has all kinds of hardware for cabinet-maker's goods, and upholstery.

Q. They did not keep machinery, did they?—A. No, sir.

Q. Or bolts and nuts for steam-engineering?—A. No, sir.

Q. Do you keep a cash-account?—A. The factory cash-account. Those are all the books I keep.

Q. *Upon the books of that establishment* did the names of any persons connected with the

sir; excepting in one instance, where it was done in case of charity, and that wa Aaron Hackett. He was out of employment, out of the yard for three or four month came to me and asked me to get $50 for him, which I did, out of kindness. That was to him.

Q. Was it given to him by yourself?—A. I gave it to him, but I got it from Mr. N I went to Mr. Noblitt, and told him Hackett's situation. He had no money to pay hi he was busted, and had been out of employment for three or four months. That is th instance that I know of their having given anything.

Q. As to their disbursements of cash you know nothing. As I understand you, done at the bank?—A. Yes. None of their navy-yard business is done at the factor that is all I was connected with.

Q. There are no loans made by D. & J. Noblitt which appear upon the books factory?—A. None whatever. Their factory books are merely for everything con with the factory.

PHILADELPHIA, *April* 17, 1

HUGH P. SCHETKY sworn and examined.

By the CHAIRMAN:

Question. What is your position?—Answer. I am cashier of the Corn Exchange B

Q. I hand to you a number of checks which are drawn, as you observe, upon the them, by Wm. Matthews, dated New York, and payable to the order of Alex. G. Cattell The great body of them, I notice, bear your indorsement as cashier of the Corn Ex Bank, of this city. Can you state to this committee to whose credit the amount o checks was passed?—A. I cannot at the present time.

Q. Have you any recollection whatever in connection with these checks?—A. I r ber having seen them before. They passed under my eye. Every check that goes t the bank payable outside of the city of Philadelphia, or very nearly every check, passe my eye before it leaves the bank. I examine the indorsement. I never allow an to go out of the bank knowingly without it is properly indorsed.

Q. Has Mr. Robeson, the Secretary of the Navy, any bank-account at your banl No, sir.

Q. Can you state from recollection whether any checks have been drawn throug bank by A. G. Cattell & Co., or either of the Messrs. Cattell, in favor of Mr. Robeson? cannot remember that. If they have, I do not remember it.

Q. In keeping accounts with you depositors do you keep them in such a manne show to whom or in whose favor the checks of your customers are drawn?—A. N that cannot be done. A bank of our size would never get through its work. We receive checks. When they are paid they pass to the book-keeper, and he enters them

of the business community as a means of keeping within themselves who they are transacting business with. New York and Boston are the only two places on which we are in the habit of drawing.

Q. Do you get your checks back from your correspondents?—A. There is but one bank which ever returns us any of our drafts; the other banks in New York which we have been drawing on from time to time, never yet have returned us a single check, nor has our Boston correspondent returned us a check.

PHILADELPHIA, *April* 21, 1876.

HUGH P. SCHETKY recalled and examined.

By the CHAIRMAN:

Question. Have you examined the checks which were shown you some days ago, drawn by William Matthews, payable to the order of A. G. Cattell & Co.?—A. I have. I find they were simply deposited to the credit of A. G. Cattell & Co., with the exception of two; the two last went to E. G. Cattell's credit.

Q. E. G. Cattell has received no drafts at all?—A. No, sir.

Q. You have furnished to the committee a record of all the drafts which have been issued to A. G. Cattell & Co. during the dates requested?—A. Yes, sir; E. G. Cattell has received no drafts.

Q. In the second statement, in which you give a memorandum of the drafts drawn in favor of A. G. Cattell & Co., or payable to their order, I notice they are indorsed by Henry F. Vail. Who is Mr. Vail?—A. He is the cashier of the Bank of Commerce, New York.

Q. One of the checks, I notice, is indorsed by F. O. French; who is he?—A. I do not know what his business is now. He is connected, as I am informed, with the First National Bank of New York.

Q. If they passed through any other person's hands you have no means of knowing it?—A. No, sir; those are the only marks on the drafts.

The statements requested by the committee to be produced by Mr. Schetky are as follows:

Date of deposit.	Date of check.	Amount of check.	To whose credit deposited.
November 1, 1871	October 31, 1871....	$1,000 00	A. G. Cattell & Co.
December 16, 1871	December 15, 1871..	2,000 00	Do.
December 26, 1871	December 23, 1871..	2,000 00	Do.
March 15, 1872	March 14, 1872.....	1 000 00	Do.
June 12, 1872	June 11, 1872	1,000 00	Do.
July 1, 1872	June 29, 1872.....	1,000 00	Do.
July 25, 1872	July 24, 1872	1,518 00	Do.
December 10, 1872	December 9, 1872...	750 00	Do.
December 14, 1872	December 13, 1872..	75 00	Do.
January 11, 1873	January 10, 1873...	1,000 00	Do.
January 17, 1873	January 16, 1873...	312 15	Do.
February 3, 1873	February 1, 1873..	1,950 00	Do.
April 10, 1873	April 9, 1873.....	636 00	Do.
.....	July 9, 1873.....	500 00	I find no trace of this check.
August 1, 1873	July 31, 1873.....	1,000 00	A. G. Cattell & Co.
September 9, 1873	September 8, 1873..	1,501 90	Do.
October 1, 1873	September 30, 1873.	1,790 37	Do.
November 11, 1873	November 10, 1873..	2,201 00	Do.
December 11, 1873	December 10, 1873..	5,000 00	Do.
December 24, 1873	December 23, 1873..	3,136 32	Do.
January 3, 1874	December 31, 1873..	6,575 00	Do.
February 3, 1874	January 31, 1874...	11,241 00	Do.
February 16, 1874	February 14, 1874..	2,000 00	Do.
March 3, 1874	February 28, 1874..	6,632 00	Do.
April 1, 1874	March 31, 1874.....	3,693 00	Do.
April 14, 1874	April 13, 1874.....	2,000 00	Do.
May 2, 1874	April 30, 1874.....	5,710 00	Do.
June 2, 1874	May 30, 1875.....	8,001 00	Do.
July 1, 1874	June 30, 1874.....	6,818 00	Do.
August 1, 1874	July 31, 1874	4,252 00	Do.
October 2, 1874	October 1, 1874.....	2,472 00	Do.
October 28, 1874	October 27, 1874....	1,000 00	Do.
October 30, 1874	October 29, 1874....	60 00	Do.
December 2, 1874	November 30, 1874..	3,844 30	E. G. Cattell.
January 2, 1875	December 31, 1874..	6,164 00	Do.

Date of draft.	Amount.	On what bank.	Order of—	Indorsed by—
Nov. 29, 1871	$3,034 12	North River, N. Y.	A. G. Cattell & Co.	
Dec. 23, 1871	60 00	.....do.....	.....do.....	
Apl. 9, 1872	93 00	Third Nat'l, N. Y.	.....do.....	
Apl. 12, 1872	3,780 00	.....do.....	.....do.....	
Mch. 13, 1874	10,475 00	.....do.....	.....do.....	Henry F. Vail, cashier.
July 15, 1874	10,245 00	.....do.....	.....do.....	F. O. French and H. F. Vail, cashier.

I find that the Third National Bank, New York, commenced in 1873 to return our canceled drafts to us.

North River Bank never returns our drafts.

PHILADELPHIA, *April* 14, 1876.

ALVEN C. SCOVEL sworn and examined.

By the CHAIRMAN:

Question. Where do you reside?—Answer. At Camden, N. J.

Q. How long have you known Mr. G. M. Robeson, Secretary of the Navy?—A. I think I first met Mr. Robeson in 1857 or 1858.

Q. At what time did he move to Camden?—A. My recollection is that it was 1857 or 1858, but I would not be positive as to the year.

Q. Have you been associated with him in business of any kind?—A. He was my law partner up to the time that he was appointed Secretary of the Navy.

Q. For how many years previous to that time?—A. I think about nine or ten years.

Q. What was the value of his estate up to the time he went to Washington?—A. You ask me a question that I am utterly unable to answer.

Q. What were his visible means?—A. The income from his profession, and I always understood that he got something from his father's estate, but what amount I do not know.

Q. At what time did he receive any portion of his father's estate?—A. That I do not remember. I think he was the executor for his father.

Q. Was that prior to his becoming Secretary of the Navy?—A. I think it was. Judge Robeson died before that, but how long, I do not remember.

Q. Within your knowledge, how much real estate did he own prior to becoming Secretary of the Navy?—A. I always understood that there was a large tract, or rather I won't say large, because I do not remember about that, but it was a tract of land—the Oxford furnace, or something of that sort, that I had heard that his father owned, and he purchased at one time a house in the city of Camden at the corner of Second and Penn street from Mr. Ackley, the cashier of the old State Bank of Camden. If my memory serves me, I think he paid about $13,000 for it. I cannot be sure of that, however. He also purchased a house that his mother resides in in Camden. I bought it in at a sheriff's sale under a foreclosure, for him, but I have forgotten the amount. It was in the neighborhood of between five and six thousand dollars, I think—not far from $6,000. His mother now resides in that house. Whether he owns both of those houses now I cannot say.

Q. Who resides in the house that he purchased of the cashier of the State Bank?—A. His brother-in-law, Mr. Joseph Price.

Q. The Oxford furnace to which you referred belonged to the estate of his father?—A. I have so understood, and yet I would not say so, because I do not positively know it. He never was very communicative to me about his own affairs.

Q. Do you know of his owning any stocks or bonds at the time that he became Secretary of the Navy?—A. I think I heard him talking one day about some Camden and Atlantic. I cannot say exactly whom he was talking with, but it was somebody connected with the road, and he was asking about a dividend, or whether one would be declared or not. I remember that he owned some stock in a marl company over there. I believe this was prior to his being in the Navy Department, but I could not say positively. It is something that I never looked into.

Q. What was the value of the office that he held as attorney of New Jersey?—A. I think the salary was $1,500 a year, and I think that he was then paid whenever he tried cases on side for the State.

Q. I understood you to say that you were associated with him in the practice of the law for several years prior to his becoming Secretary of the Navy?—A. Yes, sir.

Q. What was his income from this source?—A. You are asking me a question that I do not think I could answer here accurately this morning, but I would like to do so. When I came to the bar, and I had been there two or three years, Mr. Robeson came to Camden and was appointed prosecutor of the pleas, and at the request of two or three of our friends we formed a partnership. One-third of the criminal business I was to have, two-thirds was to go to him, and the civil practice was to be divided between us. On a rough guess now, without being accurate about it, I should think his income must have been five or six thousand dollars a year; but I would not, however, say that, speaking accurately.

Q. Do you know anything about a purchase by or on behalf of the Government of a tract of land on the Jersey side, opposite, or nearly opposite, League Island?—A. No, sir; I never heard that before.

Q. Or by any one for the Government?—A. No, sir; I never heard of such a purchase.

Q. Do you know of any investment made by the Secretary of the Navy within the last four or five years in any real-estate, or bonds or mortgages?—A. I do not. I do not know whether he has a penny invested in anything; if he has, it is unknown to me.

Q. Have you prosecuted any claim before the Navy Department since he has been Secretary of the Navy?—A. One.

Q. Only one?—A. Yes, sir.

Q. What one was that?—A. There is only one that I have any recollection whatever about, and that is the claim of Albert G. Bonsall, of Philadelphia. He came to me with a claim against the Department for back-pay; I attended to the claim, and it was allowed and settled by the Department.

Q. Mr. Bonsall had belonged to the Navy, had he not?—A. Yes; I think he had been a third assistant engineer.

Q. He had been dismissed by Mr. Welles?—A. Yes, sir.

Q. And was subsequently restored to the Navy, and you prosecuted his claim for back-pay?—A. I do not know about whether he was restored to the Navy or not, but I took the ground that he had never been legally dismissed or discharged from the Navy, and that he was entitled to his back-pay; and if there was ever a claim in the round world that I believed was just, and equitable, and legal, it was that claim. The papers are all on file in the Department. He brought me letters from the mayor at Norfolk and from the officer at Norfolk, papers showing that he and some of his friends were in Norfolk—I think that was the name of the place—during the same year; I do not remember when, but just before Christmas, adn I think Christmas-Eve. They were enjoying themselves with the people, and many others were firing off rockets. One of the officers saw these young men firing the rockets, and he said he supposed because they had the naval uniform on, they were selected out of the crowd. They arrested this man and took him up to the mayor's office. Mr. Bonsall said that somebody connected with the ship was not on favorable terms, or was inimical to him in some way, and made complaint to the Department, on the ground that he was drunk and rioting and fighting with negroes. He brought me these letters from the mayor and from the officer there, which entirely refuted that statement. They said that he was not drunk, nor disorderly, nor rioting. The mayor said that that was not the charge against him. The charge against him was for the breach of an ordinance against firing off Roman candles, or something of that kind. I am giving you my recollection of these letters, because I have not seen them since 1872.

Q. He was an officer of the Navy; he had been dismissed, as you believe, improperly, and you presented his claim to the Navy Department for the period of time covered from the date of his dismissal to the date that you presented the claim?—A. I think so, sir. That grade, I think, was abolished by the Government, and the Secretary would only allow shore-pay up to that time.

Q. Then as a matter of fact Mr. Bonsall had never been restored to the Navy?—A. I do not know whether he had or not.

Q. The grade had been abolished by law, as you stated?—A. Four years afterward.

Q. And it was for that period of time that you presented and secured the allowance of his claim?—A. I think I presented the claim for all of his back-pay, whatever that might have been. I do not remember whether there was any time specified or not.

Q. Is Mr. Bonsall a resident of Philadelphia?—A. Yes, sir.

Q. Was he a previous acquaintance of ours?—A. I never saw the man in my life until he came into my office.

Q. How came he to put the claim into your hands for collection?—A. I think he came with a Mr. Roach, of Philadelphia, whom I had never seen before.

Q. Do you remember what Roach that was?—A. I do not. I think he had something to do with a naval academy, or something of the kind here, without being certain about it. My recollection is, that I filed the papers in 1872, asking for a court-martial, and it strikes me that Mr. Roach signed that application as attorney. Afterward, however, he and Mr. Bonsall had some difficulty and Bonsall dismissed him from the case entirely, I believe.

Q. Have you any recollection of having mentioned the case, when first presented to you, to the Secretary of the Navy, that is, consulting with him in regard to it?—A. I do not remember.

Q. I ask you if you did not consult the Secretary of the Navy, and he advised you that

it was $4,000 or something like that.

Q. What was your fee or commission?—A. My recollection is that Mr. Bons to give me 25 per cent. on the first $2,000, and 50 per cent. on the balance of all lected for him.

Q. What expense, if any, were you at?—A. I think I went to Washington th

Q. Who paid your expenses?—A. I paid them.

Q. Out of your fee or commission?—A. Yes, sir; I think the first time, for th plication I received a retaining fee of $100 in the matter.

Q. Did you divide your fee with Mr. Roach or anybody else?—A. No, sir; living soul.

Q. Do you know or have you information that any one connected with the nav from the Secretary of the Navy down to an employé, has received any presents rewards of any kind from any claimant against the Navy Department or fron tractor with the Navy Department?—A. None that I know of; not one.

Q. In the canvass of 1874, in the State of New Jersey, do you know of any contributed to that campaign by Mr. A. G. Cattell, or E. G. Cattell, or Mr. Mi any other person outside of the State of New Jersey?—A. I do not, and I sup tell you the reason why. I am opposed conscientiously, in every way, to the use in politics. I do not know where there was a single cent that went into the car what is more, I told them when they nominated me that if I was to go to the they must not compel me to go into the canvass on a moneyed platform or anyth sort, and that I did not desire to know anything about their money transaction ing on a campaign. I never gave a dollar to a living soul for a vote. Of cou tributed my expenses to the committee.

Q. You have no knowledge or information, the sources of which are avail committee, of any parties outside of the State of New Jersey contributing to t fund of either party during that canvass?—A. No, sir.

Q. Do you know anything about the employment of mechanics or laborer State of New Jersey in the Philadelphia navy-yard?—A. I only know generally were a number employed from Camden. How many there were thus employe know.

Q. Was that done at the instance of any political club or committee?—A. Th know. I shall be frank to say to you that I have written over on one or two o the naval constructor here, asking him to put in men who were poor men; but being any committee action, I do not know anything about that.

Q. Did you ever apply to the Secretary of the Navy for such orders?—A. I h to him saying if he could put in such and such men that I would be obliged to h

Q. In doing it did you urge political considerations?—A. I do not think I e have no recollection that I did.

PHILADELPHIA. *April*

were and sometimes they were not. Where there was one appointed there were ten that were not.

Q. Do you remember the names of any of those who were appointed?—A. I do not. It was a common thing for petitions to be circulated, signed by all the officials, recommending that the Secretary of the Navy appoint this or that and the other man in the navy-yard.

Q. In making such recommendations, what knowledge did you have of the qualifications of the parties to be such as you stated?—A. As a general thing these men would say what their ability was—whether they were mechanics or laborers, or painters, or whatever the case might be. They would often bring certificates of recommendation from the people who know them. That was all I knew about it.

PHILADELPHIA, *April* 14, 1876.

SAMUEL A. OWEN sworn and examined.

By the CHAIRMAN:

Question. What position, if any, do you hold under the firm of Noblitt, Brown & Noblitt?—Answer. Book-keeper.

Q. State how many firms there are in which Del. Noblitt is a member.—A. Only two; the firm of Noblitt, Brown, Noblitt & Co., and D. & J. Noblitt.

Q. Does Del. Noblitt do any character of business in his own name?—A. Not that I know of.

Q. In what business is the firm of D. & J. Noblitt engaged?—A. The manufacture of hair-cloth; that is all they do to my knowledge.

Q. What business is the firm of Noblitt, Brown, Noblitt & Co. engaged in?—A. A great variety. We sell bedding and upholstery goods, finishing-hardware, &c. We sell goods for upholstering, for furnishing cars and buildings, mattresses, beds, pillows, sheets, and everything of that kind. It is a general upholstery-goods store.

Q. Do they, to any extent, supply the naval service?—A. They do supply the navy-yard.

Q. In that character and description of goods?—A. As far as I am aware of.

Q. In other words, if a requisition comes to your house for a class of goods that you have not got, does the firm go out and buy it of others?—A. I do not believe they do; that is, if a requisition comes they try to fill that requisition as far as they can; if we have not the goods they generally, as far as I understand it, send out and purchase them, but that I do not know much about; I have nothing to do with the buying of them.

Q. Of course, you could learn that from your entries upon your books?—A. Yes, sir.

Q. During what years have you been book-keeper?—A. From March, 1871, to the present time.

Q. During that period of time, do you remember that the firm of which you have been book-keeper has been a contractor of the Navy Department, or any of its bureaus or agents?—A. They have furnished goods to the Navy Department.

Q. Has it not been at all times under what is known as the open-purchase system?—A. I do not know that. Generally, requisitions are sent for certain articles, and we supply them. That is all I know about it.

Q. Sent by the bureau at Washington or from the purchasing paymaster here?—A. Here, I think. I do not know that I could tell you that positively. I had nothing to do with that part of it. I have nothing to do with the details of it. I simply take the amount in the aggregate and charge it or credit it. What the bill is composed of I very seldom know anything about; in fact, I have no time to do it.

Q. You keep your books so as to show the number of requisitions, do you not?—A. I believe so; that is my impression.

Q. During that period of time do you remember who had been the purchasing paymaster here at the Philadelphia navy-yard?—A. I do not know that I can tell you that.

Q. Has not Mr. Russell filled such position?—A. Whether he has been, or whether they are through him or not, I do not think I can say positively. I have nothing to do with the thing at all, as I have told you heretofore, except to take the amount, and charge or credit.

Q. The requisitions, then, are never before you?—A. I have nothing to do with them whatever.

Q. You never see them?—A. If I do, it is only as I would see anything lying around without taking any particular notice of it.

Q. You know Major Russell, do you not?—A. I know him by sight, I believe; but I hardly know that fact.

Q. Do you remember Mr. Fulton?—A. No, sir.

Q. Do you remember Mr. Crosby?—A. No, sir; I have no recollection of him whatever. I think I have seen Mr. Russell in the store, but whether I could identify him or not I could hardly say positively.

Q. Are you able to state the extent of the business done by the firm of which you are

and loss is, but slow, and to avoid in a measure having so many balances to brin
That is what we call contingent. It is not a dead thing; there is life in it.

Q. I notice upon your ledger the account of A. W. Russell from May 1, 1872, to J
1874, footing up $225.27. I find that you credit that to contingent account?—A.
the way it stands there.

Q. Passing to your next ledger, and referring to the same party, A. W. Russell, I
account of Mr. Russell for $23.99, also carried to and credited upon contingent accou
that so?—A. Yes, sir.

Q. I find upon your ledger for 1872 a small account against Captain Crosby of
find that also credited by contingent account. That is so, is it not?—A. Yes, sir.

Q. Mr. A. W. Russell was at the time present, and has been for the last fou
years, has he not, the purchasing paymaster at this navy-yard?—A. As I said befor
lieve he is, but I cannot say positively, for I have nothing to do with the matter wl
You may think it singular, but that is the fact. I have nothing to do with the requi
nor who sends them, nor anything about it. I believe he is the man.

Q. Do you know of any other customer of the firm who belonged to the naval ser
A. No, sir; I do not recollect any others.

Q. Do you happen to know whether your firm has supplied to anybody connect
the naval service, either at this yard or at Washington City, any goods of any desc
—A. No, sir; except what are entered in these books.

Q. You have no knowledge derived otherwise?—A. None whatever. I have no
edge except that book.

Q. And it is by that book alone that you were speaking?—A. That is all; becau
side I know nothing, having had nothing to do with it. All I know is it is handed
and goes into this book.

Q. If I were to call your attention to a loan of money made to Mr. A. G. Cattell
you be able to explain it in any way, said loan appearing upon your books?—A. [R
to book.] I can explain that clearly. It was a loan of $1,500, October 8, 1872, a
returned on the same day. We received that from him the same day we paid th
consequently, one balances the other.

Q. Then you explain that as a transaction in which you borrowed money from M
tell and paid him the same day?—A. Yes. sir.

Q. Who constitute the firm of Noblitt, Brown, Noblitt & Co.?—A. Dell Noblitt, jr.
Brown, Joseph C. Noblitt, A. G. De Turck, John T. Brown.

Q. Does any other party or parties have any interest in said firm?—A. No, sir; th
the only ones that I know anything about.

Q. Do you know anything about other relations of the firm with A. G. Cattell &
either of the members of that firm?—A. Simply that A. G. Cattell purchased good
and paid us the same as any other customer. That is all I know about it.

Q. And you know nothing about the shipment of goods from your establishmen
No, sir; I have nothing to do with that.

Q. You know nothing about Mr. Dell Noblitt conducting any business in his ow
and right, and independent of either company?—A. Not a penny.

DR. *George M. Robeson in account with National State Bank of Camden.* CR.

1866.			1866.		
n. 2	To check paid	$100 00	Jan. 1	By balance	$413 01
3	do	10 50	4	By deposit	360 55
13	do	500 00	6	By deposit of J. W. Campbell's check.	50 00
13	do	75 00			
13	do	100 00	11	By deposit of J. M. P. Price's check.	1,500 00
19	do	1,000 00			
31	do	360 00	22	By deposit of R. S. Jenkins's check.	100 00
b. 2	do	200 00			
2	do	85 00	22	By deposit	62 05
6	do	75 00	29	By cash	170 00
6	do	400 00	Feb. 5	By cash	445 00
9	do	90 00	5	By deposit Red Bank, N. J., check.	85 50
14	do	150 00			
17	do	20 00	14	By deposit A. C. Scovel, check	215 90
23	do	20 00	17	By deposit, C. A. Sparks, check	126 09
26	do	50 00	26	By deposit, R. S. Jenkins, check,	150 00
26	do	18 49			
26	do	20 00	Mar. 2	By R. F. Stockton, jr., note, $5,000, less discount, $27.50.	4,972 05
r. 2	do	4,972 50			
2	do	100 00	5	By C. P. Stratton's check	250 00
3	do	205 08	10	By C. P. Stratton's check	250 00
5	do	215 00	13	By G. M. Robeson's note, $1,500, less discount, $23.50.	1,476 50
10	do	20 00			
10	do	150 00	23	By W. S. McAllister, check	850 00
12	do	11 25	30	By E. Brewer, check	800 00
12	do	50 00	31	By Salem, N. J., check	982 00
13	do	35 00	April 7	By cash	550 00
14	do	78 78	21	By P. L. Voorhees, check	1,531 03
16	do	25 00	26	By cash	101 00
16	do	10 00	June 2	By cash	237 00
16	do	500 00	9	By A. C. Scovel's check	1,000 00
23	do	50 00	18	By Belvidere, N. J., check	411 40
24	do	600 00	20	By cash	400 00
27	do	41 00	22	By J. M. Robeson's note, $1,500, less discount, $5.62.	1,494 38
29	do	125 00			
pril 5	do	1,800 00	23	By cash	100 00
6	do	150 00	30	By Bank North America, Philadelphia, check.	1,900 00
7	do	50 00			
19	do	75 00	July 5	By Bank Commonwealth, Philadelphia, check.	50 00
21	do	152 50			
23	do	24 00	5	By Farmers and Mechanics' Bank, Philadelphia, check,	1,000 00
27	do	65 00			
27	do	91 00	5	By Bank of Commerce, Philadelphia, check.	500 00
30	do	25 00			
ay 1	do	30 00	12	By Millville, N. J., check	25 00
2	do	46 50	12	By Bank North America, Philadelphia check.	17 60
3	do	100 00			
7	do	25 00	13	By Aaron Ward's note, $350, less discount, $6.46.	343 54
8	do	35 00			
8	do	213 48	28	By S. H. Grey's check	50 00
11	do	20 00	28	By city treasurer, check	8 09
19	do	25 00	Sept. 11	By G. M. Robeson, note, $1,500, less discount, $27.71.	1,472 29
22	do	319 00			
26	do	787 35	12	By cash	5,000 00
28	do	60 00	Oct. 9	By E. Brewer, note, $600, less discount, $11.20.	588 80
30	do	25 00			
ne 8	do	50 00	15	By cash	83 00
12	do	100 00		By A. C. Scovel's check	542 82
14	do	1,500 00	25	By New York, check	250 00
15	do	20 00	Nov. 1	By cash	600 00
15	do	20 00	1	By A. G. Cattell, note, $2,500, less discount, $21.39.	2,478 61
19	do	20 00			
20	do	543 61	2	By W. G. Milligan, president, note, $300, less discount, $5.60.	294 40
22	do	70 40			
23	do	64 75	3	By cash	100 00
26	do	100 00	3	By cash	500 00
27	do	210 00	3	By cash	100 00
r 3	do	2,038 00	5	By E. Z. Colling's note, $300, less discount, $5.60.	294 40
6	do	1,000 00			
7	do	146 00	7	By H. B. Wilson, check	137 00
9	do	345 00	21	By cash	250 00
13	do	1,133 32	21	By T. Cochran, check	150 00
13	do	50 00	22	By J. G. Atkinson, check	17 00
14	do	26 75	22	By J. C. Stockham, check	90 00
14	do	81 50	Dec. 7	By cash	106 00
27	do	25 00	11	By G. M. Robeson's note, $2,550, indorsed by A. G. Cattell, less discount, $45.20.	2,454 80
28	do	50 00			
30	do	100 00			
31	do	25 00	11	By G. M. Robeson's note, $1,000, indorsed by A. C. Scovel, less discount, $18.28.	981 72
1	do	60 00			
11	do	75 00			
16	do	100 00	24	By cash	90 00
30	do	50 00		By J. M. P. Price, check	252 85
31	do	345 00			

DR. *George M. Robeson in account with National State Bank of Camden*—Cont'd. CR.

1866.							
Sept.	15	To check paid	$70 00				
	15	do	60 00				
	17	do	4,600 00				
	22	do	20 00				
	25	do	100 00				
Oct.	1	do	95 00				
	3	do	328 26				
	5	do	10 00				
	9	do	280 00				
	9	do	588 80				
	11	do	43 02				
	12	do	24 12				
	13	do	498 75				
	13	do	25 00				
	15	do	150 00				
	19	do	12 60				
	20	do	45 00				
	27	do	100 00				
	29	do	400 00				
Nov.	3	do	100 00				
	3	do	400 00				
	5	do	295 00				
	5	do	50 00				
	5	do	500 00				
	7	do	300 00				
	10	do	183 00				
	10	do	170 00				
	10	do	200 00				
	14	do	137 06				
	14	do	27 00				
	14	do	130 00				
	14	do	130 00				
	15	do	100 00				
	15	do	225 00				
	16	do	211 35				
	19	do	13 00				
	19	do	19 00				
	20	do	83 00				
	20	do	80 00				
	21	do	25 00				
	21	do	76 50				
	22	do	72 86				
	23	do	50 00				
	26	do	64 33				
	26	do	50 00				
Dec.	1	do	100 00				
	7	do	175 65				
	8	do	100 00				
	8	do	21 10				
	11	do	307 00				
	11	do	50 00				
	12	do	2,455 00				
	13	do	1,500 00				
	18	do	500 00				
	19	do	13 00				
	24	do	100 00				
	26	do	136 00				
	27	do	14 50				
	28	do	25 00				
		Balance to 1867	340 88				
1867.				1867.			
Jan.	3	To check paid	162 50	Jan.	1	By balance from 1866	
	4	do	61 24		10	By Farmers and Mechanics', Philadelphia, check.	
	8	do	16 20				
	11	do	200 00	Feb.	8	By cash	
	11	do	201 50		8	By J. Clements, check	
	21	do	98 50		8	By A. C. Scovel, check	
	24	do	75 00	May	13	By Farmers and Mechanics', Philadelphia, check.	
	26	do	207 00				
	31	do	50 00		14	By C. P. Stratton, check	
Feb.	9	do	164 25		25	By A. K. Hay, check	
	13	do	50 00	April	9	By cash	
	23	do	100 00		9	By Belvidere, N. J., check	
	28	do	82 50		9	By J. M. Robeson, note, $700, less discount, $13.26.	
Mar.	1	do	50 00				
	1	do	25 40		15	By Trenton Banking Company, check.	
	2	do	35 00				
	6	do	115 50		24	By M. B. Taylor, check	
	14	do	600 00	Mar.	2	By B. D. Shreve, check	
	15	do	400 00		7	By J. M. Harrison, check	
	18	do	36 50		13	By Trenton Banking Company, N. J., check.	
	25	do	1 75				
	26	do	111 10		13	By North America, Philadelphia, check.	
April	2	do	30 00				

t. *George M. Robeson in account with National State Bank of Camden*—Cont'd. CR.

1867.				1867.			
ril	15	To check paid	$200 00	June	7	By Newark, N. J., check	$40 00
	16	do	542 20		7	By A. C. Scovel, check	500 00
	24	do	1,000 00		17	By J. B. Dayton, check	3,084 80
y	4	do	250 00	July	6	By A. G. Reilly, check	120 00
	7	do	1,135 84		6	By H. Ivins, treasurer, check	475 00
	10	do	75 00		10	By B. C. Downs, check	568 00
	11	do	157 50		10	By T. P. Carpenter, check	740 40
	13	do	64 09		16	By N. Booreman, check	200 00
	14	do	100 00		29	By G. M. Ward, check	500 00
	14	do	50 00	Oct.	4	By cash	250 00
	18	do	122 50		11	By T. Cadwallader, check	250 00
	18	do	14 00		11	By State treasurer, N. J., check	375 00
	18	do	50 00	Nov.	5	By H. N. Congar, check	100 00
	23	do	40 00		5	By B. D. Snow's note, $250, less discount, $4.13.	245 37
	31	do	181 58				
ne	3	do	600 00	Dec.	3	By Elizabeth, N. J., check	150 00
	3	do	130 00		4	By P. S. Pearson, check	250 00
	4	do	65 75		4	By Somerset Company, N. J., check.	250 00
	4	do	80 50				
	6	do	500 00		9	By Nixon and M., check	50 00
	7	do	30 00		9	By J. W. Cain, check	26 00
	8	do	100 00		12	By cash	9 75
	14	do	400 00		12	By R. Y. Bonnin, check	47 25
	21	do	200 00		26	By G. F. Fort, assignee, check	360 00
	22	do	1,000 00				
	25	do	43 86				
	28	do	100 00				
	29	do	162 50				
ly	2	do	1,382 50				
	3	do	19 50				
	5	do	15 00				
	6	do	360 14				
	9	do	100 00				
	11	do	111 00				
	13	do	144 47				
	17	do	50 00				
	24	do	35 00				
	25	do	1,134 65				
	27	do	100 00				
	29	do	30 00				
ug.	2	do	50 00				
	5	do	500 00				
	5	do	200 00				
	9	do	80 00				
pt.	4	do	80 00				
	5	do	100 00				
	11	do	73 00				
	26	do	100 00				
t	3	do	100 00				
	7	do	80 00				
	8	do	100 00				
	14	do	200 00				
	28	do	50 00				
v.	1	do	50 00				
	2	do	100 00				
	4	do	80 00				
	5	do	58 15				
	5	do	200 00				
	11	do	155 59				
	12	do	100 00				
	13	do	145 00				
	15	do	100 00				
	18	do	500 00				
	18	do	100 00				
	20	do	82 00				
	29	do	25 00				
	2	do	17 76				
	7	do	50 00				
	9	do	80 00				
	10	do	100 00				
	11	do	35 00				
	14	do	120 00				
	14	do	100 00				
	18	do	170 41				
	24	do	25 00				
		Balance to 1868	518 98				
8 38.				1868.			
	3	To check paid	10 00	Jan.	1	By balance from 1867	518 98
	4	do	20 00		2	By State treasurer, check	365 00
	8	do	27 84		2	By McNeil, Irving & Rich, check.	100 00
	14	do	105 25				
	15	do	73 00		2	By Belvidere, N. J., check	500 00

DR. *George M. Robeson in account with National State Bank of Camden*—Cont'd. CR.

1868.				1868.			
Jan.	16	To check paid	$26 20	Jan.	2	By J. M. P. Price, check	$152 88
	17	do	640 63		2	By John Stone, check	473 00
	17	do	50 00		3	By cash	75 00
	18	do	550 00		15	By Woodbury, N. J., check	618 37
	18	do	100 45		28	By T. Cadwallader, check	42 50
	20	do	15 50		28	By S. Tombleson, check	30 00
	22	do	30 00		28	By Norristown, Pa., check	50 00
	23	do	404 80		30	By D. E. Izard, note, $525, less discount, $3.67.	521 33
	24	do	161 50				
	27	do	46 15	Feb.	13	By New York, check	1,645 37
Feb.	3	do	854 70		28	By C. P. Stratton, check	50 00
	3	do	25 00	March	6	By C. P. Stratton, check	160 88
	5	do	129 30		16	By J. R. Tarton, check	100 00
	8	do	80 00		27	By Trenton Banking Company, N. J., check.	30,190 00
	15	do	150 00				
	17	do	17 00	April	6	By Trenton Banking Company, N. J., check.	375 00
	34	do	25 00				
	24	do	212 00		6	By Joseph J. Read, check	375 00
	25	do	25 00		8	By J. T. Nixon, check	856 75
	25	do	50 00		8	By R. S. Jenkins, check	130 00
	26	do	100 00		11	By Norristown, Pa., check	225 00
	28	do	30 00	May	19	By G. F. Fort, check	350 00
March	2	do	468 00	June	1	By J. W. Scudder, check	250 00
	4	do	80 00		1	By J. P. Bradley, check	41 00
	6	do	38 00		8	By cash	150 00
	7	do	50 00		8	By cash	372 83
	9	do	25 00		13	By Belvidere, N. J., check	455 96
	9	do	50 00		13	By J. T. Nixon, check	100 00
	10	do	99 00		27	By Trenton, N. J., check	375 00
	16	do	50 00	July	11	By cash	300 00
	16	do	30 00		13	By P. L. Voorhees, check	1,368 89
	18	do	175 00		20	By E. Brewer's note, $500, less discount, $5.83.	494 17
	21	do	30 00				
	28	do	27,800 00	Sept.	8	By G. M. Robeson's note, $750, indorsed by A. C. Scovel, less discount, $13.85.	736 15
	28	do	805 00				
	28	do	25 00				
	28	do	750 00		9	By cash	30 00
	30	do	30 00		21	By cash	25 00
	31	do	100 00	Oct.	5	By Camden and Atlantic Railroad, check.	50 00
	31	do	50 00				
April	6	do	200 00		5	By C. P. Stratton, check	400 00
	6	do	187 50		7	By Trenton, N. J., check	375 00
	6	do	130 00		13	By J. M. Robeson's note, $1,000, less discount, $5.83.	994 17
	7	do	100 00				
	8	do	25 00		26	By H. N. Congar, check	1,000 00
	9	do	30 00	Nov.	2	By J. M. Harrison, check	250 00
	10	do	165 00	Dec.	1	By W. L. Dayton check	530 00
	11	do	80 00		1	By A. C. Scovel, check	363 08
	11	do	575 75		5	By A. H. Slapes, check	200 00
	13	do	9 62		23	By B. Gummere, check	2,116 65
	18	do	50 00		28	By North America, Philadelphia, check	53 41
May	5	do	80 00				
	8	do	152 27				
	13	do	66 52				
	13	do	50 00				
	15	do	100 00				
	15	do	484 54				
	20	do	30 00				
	23	do	50 00				
June	1	do	217 00				
	2	do	100 00				
	4	do	50 00				
	5	do	80 00				
	19	do	30 00				
	22	do	50 00				
	22	do	75 00				
	22	do	200 00				
	27	do	100 00				
	29	do	100 00				
July	13	do	955 14				
	16	do	700 00				
	17	do	30 00				
	18	do	350 00				
	20	do	497 00				
	22	do	100 00				
Aug.	12	do	198 00				
	17	do	100 00				
	17	do	100 02				
	22	do	90 45				
Sept.	4	do	100 00				
	5	do	35 00				
	5	do	10 00				
	4	do	20 00				

R. *George M. Robeson in account with National State Bank of Camden*—Cont'd. CR.

1868.							
pt.	10	To check paid	$25 00				
	10	.....do	50 00				
	14	.....do	126 00				
	14	.....do	50 00				
	15	.....do	20 00				
	19	.....do	75 00				
	23	.....do	29 26				
	26	.....do	100 00				
	28	.....do	114 65				
	29	.....do	67 75				
t.	2	.....do	212 50				
	7	.....do	94 00				
	7	.....do	30 00				
	9	.....do	150 00				
	12	.....do	35 00				
	12	.....do	400 00				
	13	.....do	58 00				
	14	.....do	44 74				
	15	.....do	100 00				
	27	.....do	60 00				
	29	.....do	250 00				
	30	.....do	200 00				
	31	.....do	100 00				
ov.	2	.....do	450 00				
	2	.....do	300 00				
	3	.....do	50 00				
	7	.....do	166 66				
	9	.....do	100 00				
	11	.....do	350 00				
ec.	2	.....do	150 00				
	12	.....do	47 00				
	12	.....do	22 00				
	15	.....do	100 00				
	19	.....do	400 00				
	21	.....do	150 00				
	22	.....do	100 00				
	24	.....do	100 00				
	24	.....do	10 00				
	24	.....do	10 00				
	26	.....do	28 00				
	31	.....do	45 00				
		Balance to 1869	2,376 86				
1869.		To check paid	150 00	1869.			
an.	2	.....do	25 00	Jan.	1	By balance from 1868	$2,376 68
	2	.....do	200 00		2	By State treasurer, N. J., check	375 00
	2	.....do	79 00		8	By Norristown, Pa., check	50 00
	9	.....do	85 00		28	By State treasurer, N. J., check	300 00
	12	.....do	258 50	Feb.	6	By Norristown, Pa., check	100 00
	16	.....do	250 00		20	By North America, Phila., check	58 90
	18	.....do	100 00		26	By Odessa, Del., check	25 00
	27	.....do	100 00	April	26	By Belvidere, N. J., check	327 12
	28	.....do	24 00		26	By Trenton, N. J., check	64 73
b.	2	.....do	13 50		26	By Trenton, N. J., check	936 75
	6	.....do	15 00	May	5	By J. M. Read, check	6,250 00
	9	.....do	13 50		12	By Trenton, N. J., check	810 18
	11	.....do	50 00		12	By Trenton, N. J., check	280 00
	12	.....do	98 49		14	By T. J. Cheeseman, check	2,660 00
	13	.....do	110 00		19	By State treasurer, N. J., check	300 00
	16	.....do	50 00	July	3	By A. G. Cattell & Co., note, $10,000, less discount, $178.89.	9,821 11
	26	.....do	100 00				
	27	.....do	100 00		3	By Trenton, N. J., check	345 82
ch	1	.....do	30 00		3	By New York, check	300 00
	6	.....do	25 00		3	By Corn Exchange, Phila., check.	300 00
	10	.....do	25 00				
	20	.....do	100 00	Sept.	30	By A. G. Cattell & Co., check	178 88
	23	.....do	50 00	Oct.	5	By A. G. Cattell & Co., check.	81 67
il	1	.....do	50 00		5	By A. G. Cattell & Co., note, $5,000, less discount, $82.64.	4,917 36
	6	.....do	237 50				
	12	.....do	31 50		19	By Corn Exchange, Phila., check.	552 50
	16	.....do	25 00				
	17	.....do	81 54	Nov.	17	By A. G. Cattell & Co., check	2,300 00
	19	.....do	350 00		20	By Corn Exchange, Phila., check.	36 20
	22	.....do	324 00				
	24	.....do	100 00	Dec.	14	Cash	1,166 90
	26	.....do	110 00				
	28	.....do	66 50				
	28	.....do	100 00				
	3	.....do	78 04				
	4	.....do	200 00				
	5	.....do	85				
	12	.....do	150 00				
	13	.....do	80 00				
	14	.....do	149 71				

DR. *George M. Robeson in account with National State Bank of Camden*—Cont'd. CR.

1869.			
May	14	To check paid	$149 71
	15	.....do	140 00
	17	.....do	284 12
	17	.....do	500 00
	17	.....do	100 00
	20	.....do	860 18
	29	.....do	300 00
	31	.....do	373 04
June	2	.....do	80 00
	2	.....do	100 00
	5	.....do	1,000 00
	10	.....do	88 50
	11	.....do	350 00
	22	.....do	60 00
	23	.....do	3,150 00
	25	.....do	75 00
	26	.....do	100 00
July	6	.....do	101 75
	6	.....do	52 00
	7	.....do	10,000 00
	7	.....do	175 00
	28	.....do	127 75
	29	.....do	500 00
Aug.	5	.....do	500 00
	10	.....do	24 16
Sept.	4	.....do	669 00
	6	.....do	200 00
	9	.....do	500 00
	24	.....do	361 37
	27	.....do	100 00
	28	.....do	22 00
	30	.....do	25 00
Oct.	5	.....do	2 50
	6	.....do	5,000 00
	6	.....do	600 00
Nov.	3	.....do	50 00
	12	.....do	100 00
	15	.....do	190 00
	17	.....do	150 00
	22	.....do	500 00
	24	.....do	223 61
	27	.....do	600 00
Dec.	3	.....do	300 00
	20	.....do	200 00
	22	.....do	397 50
	22	.....do	625 02
	24	.....do	200 00
	27	.....do	50 00
	27	.....do	50 00
		Balance to 1870	490 58
1870			
Jan.	5	To check paid	144 00
	6	.....do	398 78
	8	.....do	829 30
	13	.....do	50 00
	15	.....do	854 03
	17	.....do	20 75
Feb.	9	.....do	300 00
	18	.....do	450 00
	19	.....do	250 00
	24	.....do	252 00
	25	.....do	82 50
	29	.....do	55 80
April	6	.....do	3,000 00
	26	.....do	200 00
May	5	.....do	350 00
	9	.....do	738 66
June	4	.....do	250 00
July	5	.....do	50 00
	6	.....do	80
	6	.....do	2,000 00
	9	.....do	75
	14	.....do	800 00
Aug.	9	.....do	1,645 37
Oct.	11	.....do	1,500 00
Nov.	1	.....do	1,500 00
	8	.....do	1,000 00
	8	.....do	500 00
	9	.....do	300 00
	12	.....do	350 00
	12	.....do	500 00
	14	.....do	100 00
	17	.....do	500 00
	29	.....do	348 33

1870.			
Jan.	1	By balance from 1869	$490
	4	By G. M. Robeson's note, $3,000, indorsed by A. G. Cattell & Co., less discount, $54.25.	2,945
	18	By Corn Exchange, check	350
April	5	By G. M. Robeson's note, $2,000, indorsed by A. G. Cattell & Co., less discount, $36.17.	1,963
	6	By Corn Exchange, check	1,000
May	2	By Corn Exchange, check	1,000
	10	By A. G. Cattell & Co., check	225
June	1	By Corn Exchange, check	275
July	7	By J. M. Robeson's note, $1,570.50, less discount, $11.42	1,559
	11	By G. M. Robeson's note, $1,500, indorsed by A. G. Cattell & Co., less discount, $28.	1,472
Aug.	6	Phillipsburgh, N. J., check	1,473
Oct.	11	By G. M. Robeson's note, $3,000, indorsed by A. G. Cattell & Co., less discount, $55.41.	2,944
Nov.	4	By Washington, check	500
	7	By Washington, check	600
	8	By cash	2,000
	11	By cash	500
	23	By Corn Exchange, check	1,000
	27	By C. P. Stratton, check	500

DR. *George M. Robeson in account with National State Bank of Camden.* CR.

1870.					
Dec. 1	To check paid	$250 00			
28	do	1,114 00			
29	do	35 00			
	Balance to 1871	79 49			
1871.			1871.		
Jan. 4	To check paid	39 00	Jan. 1	By balance from 1870	$79 49
9	do	1 25	9	By Corn Exchange, Philadelphia, check.	500 00
9	do	3,000 00	9	By G. M. R., check on First National, Washington.	650 00
13	do	50 00	10	By G. M. Robeson, note, $2,500, indorsed by A. G. Cattell & Co., less discount, $45.69.	2,454 31
14	do	20 00			
18	do	175 06			
Feb. 2	do	250 00			
Mar. 13	do	300 00			
April 1	do	300 00			
3	do	237 50	25	By Corn Exchange, Philadelphia, check.	500 00
10	do	2,500 00			
July 10	do	200 00	Mar 28	By Corn Exchange, Philadelphia, check.	500 00
11	do	2,000 00			
Aug. 21	do	45	April 10	By G. M. Robeson's note, $2,000, indorsed by A. G. Cattell & Co., less discount, $36.17.	1,963 83
Sept. 11	do	500 00			
12	do	1 96			
Oct. 13	do	1,000 00			
Nov. 9	do	1,033 46	10	By Corn Exchange, Philadelphia, check.	500 00
1872.					
Feb. 5	do	20 00	July 10	By Corn Exchange, Philadelphia, check.	1,000 00
27	do	200 00			
			11	By G. M. Robeson's note, $1,000, indorsed by A. G. Cattell & Co., less discount, $18.47.	981 53
			Aug. 22	By J. M. Robeson's note, $900, less discount, $15.82.	884 18
			Oct. 13	By Corn Exchange, Philadelphia, check.	600 00
			Nov. 7	By C. P. Stratton, Philadelphia, check.	1,300 00

Q. Commencing with the deposit side of your account, under date of July 2, 1869, I notice a deposit to the credit of Mr. Robeson of $9,821.11. State of what that deposit consisted.—A. That was the proceeds of the discount of A. G. Cattell & Co.'s note for $10,000, but I cannot say by whom that note was paid at maturity.

By Mr. BURLEIGH:

Q. If the check was handed over to him at any time within three, four, or six months, it would appear on the other side of your book, would it not?—A. If that was his check for $10,000, used to pay that note, it would appear on the other side of the book.

Q. There is no evidence on the book that he paid the note himself?—A. No, sir.

Q. Is there any evidence in your bank as to who did pay that note?—A. I can't tell you that without examination. If that note was payable at our own bank, I could tell whom it was paid by. If it was payable at any other bank, I could not.

By the CHAIRMAN:

Q. Whenever A. G. or A. G. Cattell & Co. "Corn Exchange" appears in your tran script, that means, does it not, the check of A. G. Cattell & Co. upon the Corn Exchange Bank which has been passed to the credit of Mr. Robeson?—A. Yes, sir.

Q. Wherever "Corn Exchange" appears for any amount, as I notice it has in several instances, you are unable to state who was the drawer of that check on the Corn Exchange Bank?—A. Yes, sir.

Q. I would ask you now from your recollection, are they not the checks of A. G. Cattell & Co. upon the Corn Exchange Bank?—A. That I would be unable to say. I don't suppose I ever saw the checks.

Q. I notice on the 4th of January, 1870, Mr. Robeson's note for $3,000, indorsed A. G. C.; who is that?—A. G. Cattell & Co.

Q. I notice April 5, 1870, Robeson, $2,000, indorsed A. G. C.—A. That is A. G. Cattell & Co.

Q. I notice, also, July 7, 1870, J. M. Robeson, $1,570.50, proceeds of which notes were passed to the credit of G. M. Robeson.—A. Yes, sir.

Q. I notice on the 11th of July, G. M. Robeson, $1,500, indorsed A. G. C.—A. That is A. G. Cattell & Co. The proceeds of those notes go to his credit.

Q. Upon the 11th of October "Robeson," $3,000, indorsed A. G. C. & Co.—A. That is A. G. Cattell & Co., the proceeds of which passed to credit of George M. Robeson.

Q. The next two entries below "Washington" are what, the first being for $500 and the second for $600?—A. Checks on some bank in Washington. I think that was the first

occurrence of a check on Washington being placed to his credit, and my own impression was that that was his own check on some bank there, passed to his individual credit here. A deposit on the 8th of November of $2,000 was in bank-notes.

Q. I observe here, December 27, that a check of C. P. Stratton was given on the National State Bank, of Camden, for $500. Who is C. P. Stratton?—A. He is a lawyer in Camden.

Q. He is a judge of one of your courts, is he not?—A. I think so at present.

Q. January 9, 1871, I observe an entry of G. M. R., "First National," Washington, $650. —A. That was G. M. Robeson's check on the First National Bank of Washington, for $650.

Q. January 10, Robeson, $2,500, indorsed by A. G. C. & Co., the proceeds of which passed to G. M. Robeson's credit.—A. Yes, sir.

Q. April 10, Robeson, $2.000, indorsed by A. G. C. & Co. That is A. G. Cattell & Co.? —A. Yes, sir.

Q. On July 11, Robeson $1,000, indorsed by A. G. C. & Co. Was that for $1,000 which passed to the credit of Mr. Robeson?—A. Yes, sir.

Q. I notice here, J. M. Robeson, under date August 22, 1871, note for $900, the proceeds of which passed to the credit of G. M. Robeson.—A. Yes, sir.

Q. I also observe, November 7, C. P. Stratton's check on National State Bank, of Camden, $1,300, in favor of G. M. Robeson.—A. Yes, sir.

Q. Turning to the debit side of his deposit account, I call your attention to date July 7, 1869, in which I find him charged with the sum of $10,000. I ask you if that is the proceeds of the note of A. G. Cattell & Co. discounted upon the 2d day of July, 1869.—A. That I couldn't say.

Q. Could you not answer that upon looking at the state of his account and the dates?—A. No, sir; I could say that on the 2d day of July a certain amount of money comes to his credit. He may have had $5,000 balance to his credit above that, and this $10,000 being charged may be part of the proceeds of that note, and it may be part of some previous deposit.

Q. All then, that you pretend to say is, that the proceeds of the Cattell note had passed to his credit prior to the date of his check for that amount, and he checked upon the proceeds of that note; and whatever balance he may have had remaining to his credit in the bank?—A. I can say that on the 2d of July, the proceeds of A. G. Cattell & Co.'s note for $10,000 was passed to Mr. Robeson's credit. On the 7th of July we charged to his account his check for $10,000.

Q. That is to say, he drew the money out of the bank?—A. Yes, sir; that is, I can't say he drew it.

Q. But it was drawn on his check?—A. We paid G. M. Robeson's check for $10,000 five days after the discount of that note.

By Mr. BURLEIGH:

Q. In the payment of the money from Mr. Robeson's deposit account, can you give the committee names of the parties to whom it was paid?—A. I cannot.

Q. Your books show from whom he received the money. I mean with reference to the discounted notes and the deposits from them and other sources. Now, can you say that in drawing his checks he did not draw them in favor of the same parties from whom he appears to have received the money for deposit?—A. That I couldn't say.

Q. To the best of your recollection, to whom was the bulk of these deposits paid?—A. That I am unable to answer.

Q. Don't you remember any particular name being prominent in the receipt of money from him at those times? It appears by your books that he was in the receipt of a good deal of money from the Cattells. Now, do you remember any particular party in favor of whom he drew checks at that time?—A. No, sir.

Q. If they had been in favor of any particular party would you have remembered it at this time?—A. These checks, when paid and charged to his account, did not come under my personal observation. If we paid his check for any amount it would be paid by the paying teller and charged to his account by the book-keeper, but would not come under my notice. We keep no record of whom the checks are paid to. These checks may have been given to somebody, or come to us through exchanges of the Philadelphia Bank.

PHILADELPHIA, *April* 14, 1876.

WILLIAM H. PAXSON sworn and examined.

By the CHAIRMAN:

Question. Are you the book-keeper of D. S. Stetson & Co.?—Answer. I am.

Q. In what business is that firm engaged?—A. They are ship-brokers and commission merchants.

Q. Of what members is it composed?—A. D. S. Stetson, sr., and D. S. Stetson, jr.

Q. Is anybody else interested in the firm in any way?—A. No, sir.

Q. How long have you been their book-keeper?—A. Twelve or fourteen years, I think.

Q. Do you know or have you any information of the extent of their dealings with the Navy Department of the United States in any way?—A. We ship a great deal of coal for the Department.

Q. Have their contracts or agreements with the Navy Department been for large or smal amounts?—A Sometimes they have been large in amount; that is, they have transported large quantities.

Q. Have their receipts from the Navy Department been large in amount for the service rendered of any character or description?—A. I do not know that I can answer that question.

Q. Have they furnished any coal themselves?—A. No, sir; none whatever.

Q. Have they furnished any articles of any description?—A. None whatever.

Q. No lumber, timber, coal, or stone?—A. Nothing of any kind or nature that I know of. We have from time to time furnished transportation.

Q. Yours has simply been a carrying or freighting trade, so to speak?—A. Yes; entirely so.

Q. You have freighted from point to point large quantities of coal and large quantities of iron?—A. No, sir; I do not know that it has been a large quantity of iron.

Q. Did not Stetson & Co., from the Kittery or Portsmouth navy-yard, carry, to Mr. John Roach a large quantity of iron?—A. There was some carried from there, but I cannot say to whom.

Q. Have they not from the Boston navy-yard?—A. I cannot say. Some from the East came this way, but what particular point it was from I do not know; whether it was Boston or Kittery. That is a part of the business I have little or nothing to do with.

Q. You know that from the entries upon your books, do you not?—A. Yes, sir.

Q. Has their principal business been in freighting coal?—A. Principally.

Q. Would your books enable you to state from whom the coal was obtained by the Department?—A. No, sir.

Q. What is the nature of the entries upon your books: for instance, in coal shipped from this point to Mare Island?—A. We would not make such an entry.

Q. How would such a transaction appear upon your books?—A. It would not appear.

Q. At the present time what is the Navy Department or the Bureau of Equipment thereof indebted to your firm?—A. I cannot say positively. I think there is a little bill due.

Q. Have you any approved bills that are unpaid?—A. I think we have one, although I will not be positive about that.

Q. What amount do you think it is, if there is such a bill?—A. It is quite small, if any; say a couple of hundred dollars.

Q. Do you know whether your firm enters into joint account with any one in this shipping business for the Navy?—A. No, sir.

Q. Are there no entries upon your books showing that state of facts; say Stetson & Company and myself, for illustration, enter into a partnership for one transaction, so to speak?—A. You might call it a partnership; we have divided commissions.

Q. With whom?—A. With numbers of parties; with owners or agents of ships.

Q. With A. G. Cattell & Co.?—A. I believe there were a couple of instances where the Cattells received a commission from us.

Q. To what extent?—A. Some time in January last they received about $720, I think In 1872 they also received a commission.

Q. In no other instance?—A. No, sir.

Q. Do not your books show that from time to time the firm of Stetson & Co. have paid to A. G. Cattell & Co. certain moneys either in the shape of profits, or fees, or commissions?—A. No, sir; not except in that instance that I speak of.

Q. Suppose the firm had paid it would it appear?—A. It would.

Q. Do the books of your firm show any fee or commission paid to C. T. Stratton?—A. No, sir; I do not think I ever heard of that name.

Q. Do they show any paid to Joseph Price?—A. No, sir.

Q. Do they show that any was paid to A. W. Russell?—A. No, sir.

Q. Or J. O. Bradford?—A. No, sir.

Q. Do they show that any was paid to any other person not regularly engaged in the grain trade?—A. No, sir.

Q. Do your books show any payment or loan of money to R. W. Shufeldt?—A. No, sir.

Q. To J. W. Morehead?—A. No, sir.

Q. To J. F. Dennison?—A. No, sir.

Q. F. H. Stickney?—A. No, sir.

Q. Do your books show any loan of money to George M. Robeson?—A. No, sir.

Q. Or any transactions with George M. Robeson?—A. None whatever.

Q. Do your books show any transaction other than these two which you have named with the firm of A. G. Cattell & Co.?—A. Yes, sir; considerable.

Q. Do your books show any large sums of money paid to A. G. Cattell & Co., or to E.

G. Cattell?—A. They show sums of money paid to A. G. Cattell & Co., but not in connection with any naval business.

Q. Do they show any sums of money paid to E. G. Cattell alone?—A. No, sir.

Q. It has all been paid to A. G. Cattell & Co. alone, has it?—A. I cannot say whom these two amounts that I speak of were paid to excepting by the check-book, which shows that E. G. Cattell received this last check.

Q. That was in January last?—A. Yes, sir. As for payments to A. G. Cattell & Co. we have made a good many, but they are more in the nature of mutual loans than anything else. When we were short we borrowed of the Cattells, and they would repay us in the same way.

Q. Can you tell, by reference to your cash or check books, the amounts of money independent of any loan or exchange of paper on mere loan account, paid to A. G. Cattell & Co., or E. G. Cattell individually, or A. G. Cattell individually?—A. No, sir.

Q. Suppose the firm of Stetson & Co. had paid to Mr. E. G. Cattell the sum of $1,000 today, where would that transaction appear?—A. It would depend on what it was for. It would appear in our cash-book, of course.

Q. Then it would be entered upon your cash account, would it not?—A. Yes, sir.

Q. Is your cash account transferred to the ledger, or is it simply kept in the cash-book?—A. It is in the ledger, the regular ledger of customers.

Q. Then it would also appear if A. G. Cattell & Co. had been paid?—A. It might, or might not; those two amounts that I have spoken of were simply charged to commissions and the checks were handed to Mr. Stetson. Whom he gave them to I do not know.

By Mr. BURLEIGH:

Q. It was understood by you that they were to go to Mr. Cattell?—A. Yes, sir.

Q. I understand you that your firm does a shipping business as ship-brokers?—A. Yes, sir.

Q. You are in the habit of chartering vessels to carry coal?—A. To carry anything.

Q. If a party came to you to make a charter would he give you an order to give to the captain of the vessel to get his cargo?—A. I do not know how that is managed.

Q. When you make a charter for a coal-vessel, do you not know on whose account the coal is, whom it has been furnished from, and whom it belongs to?—A. Only from the wharf where the vessel is ordered to load up.

Q. Certain wharves are in the possession of certain men, of course, at all times?—A. Yes, sir.

Q. Whom did the Cattells buy this coal of, or to what wharf were the vessels sent to load?—A. I do not know that they bought any.

Q. What was that commission for which was paid to the Cattells?—A. In 1872, there were several charters. My impression is that it was paid for coal.

Q. It was for giving you charters?—A. No, sir. I do not know what particular relation they had to it.

Q. But you understood they had some relation to it in connection with the Navy?—A. I understand that they had some relation to it.

Q. In connection with the Navy?—A. I only presumed that part. It was Navy coal.

Q. Did you understand them to be acting as merchants in behalf of the Navy?—A. I did not know how that was. I was merely, as I am now, a book-keeper there.

Q. You stated you could tell by the wharf and where the vessel was ordered to, whom the coal was purchased from?—A. I could only infer that. We had nothing to do with purchasing the coal. If the vessel had been ordered to your wharf we would presume that she was loading your coal.

Q. At whose wharf generally was the vessel ordered under these instructions?—A. At no particular wharf; at any of these wharves along Richmond.

Q. Who would know the particulars in regard to this transaction, that is, as to whom the coal was purchased from?—A. Mr. Stetson might know.

Q. Do you know that this was a commission given to Cattell, or do you know that it was a gratuity to Mr. Cattell?—A. I do not know why we should give him such a present.

Q. You get your commissions from the captain of the vessel?—A. Yes, sir; from the vessel.

Q. And part of that commission you understood was given to Mr. Cattell?—A. I understood so.

Q. That was in the shape of these two checks covering several vessels?—A. Yes, sir.

By the CHAIRMAN:

Q. Where is Stetson, the senior member of your firm?—A. He has been absent since Tuesday two weeks out West.

Q. Have not the firm of Stetson & Co. done the principal part of the carrying for the Navy Department within the last three or four years?—A. I think they have for the last couple of years. I do not remember further back than that.

By Mr. BURLEIGH:

Q. Who generally owned these vessels that carried coal for the Navy?—A. Well, almost everybody.

Q. Did your firm own any of them?—A. Yes, sir. That is, when I say "own them," I do not mean that they own them entirely; they own shares.

Q. You were interested in the vessels?—A. Yes, sir.

Q. Who fixed the price of the freight with the Cattells for carrying coal in these vessels belonging to your concern?—A. The prices were fixed at the navy-office.

Q. By the purchasing-paymaster here, or by the bureau in Washington?—A. The bids used to come in usually at the navy-office here.

Q. Did you not carry the coal on what they call open contracts?—A. Not often, I think. However, as I have said before, it is a part of the business that I really know little or nothing about.

Q. You did sometimes carry coal on open contracts where there was no advertised bid —A. I cannot state when or where that was done.

Q. Do you not know of any instance?—A. I cannot call one to mind.

Q. Is there much competition in this bidding for carrying freight for the Navy, to your knowledge—say coal, for instance?—A. As I have said, it is a part of the business that comes but little or not at all under my notice. There must certainly have been competition; and there was. I know of such instances.

Q. Do you know whether or not this money paid to Mr. Cattell would or would not place your firm on the inside track with the Department? Was it not with that view that the money was given?—A. No, sir; I do not know that it was.

By Mr. BURLEIGH:

Q. Do you know whether your vessels have carried most of this coal for the Navy for the last few years?—A. No, sir; whatever vessels happened to be here that we did business for; we put our own on a par with the others.

Q. Do you know whether your firm has had the most of the contracts for the last two years?—A. My impression is that we have.

Q. More than half at least?—A. I think so; yes, sir.

PHILADELPHIA, *April* 15, 1876.

WILLIAM H. PAXSON recalled.

By the CHAIRMAN:

Question. Since you were last before the committee, have you looked over the commission account of your firm?—Answer. I have.

Q. Are you now able to state anything in addition to the amounts already furnished by you as paid by the Messrs. Cattell?—A. No, sir; not a dollar.

Q. What do you say as to any commissions being paid to any one connected with the public service?—A. I say the same about that; we have never paid a dollar.

Q. Have you looked over the account of Cattell & Co. and the account, if any, of E. G. Cattell or A. G. Cattell, and if so, do they show any other sum of money paid by your firm or either of them, other than the amount you have already stated?—A. We have no account with A. G. Cattell, and never have had; we have no account with E. G. Cattell; with A. G. Cattell & Co. we have an account, which, with the exception of loans, shows $1,396.67 paid them since 1871. The first charge is June 9, 1871, and the account runs up to to-day.

Q. And the loans which you say are excluded, were entirely accommodation loans as shown by your books?—A. Yes, sir.

Q. You have no charge upon your books against A. G. Cattell & Co. since the year 1872?—A. No, sir.

By Mr. BURLEIGH:

Q. Is that a charge?—A. It is not a charge; we had a line of steamers that ran from Providence, which came to their wharf, and that $1,396.67 is simply the wharfage paid by us to them. This account is separate and independent of the amount paid to A. G. Cattell & Co. on commissions on freight as I stated in my testimony delivered on yesterday.

Q. What does the amount $1,293.30 represent?—A. I was asked to find out from the account what other moneys we paid them. It further appears that the sum of $1,293.30 has been paid by the firm to A. G. Cattell & Co.

Q. That is upon what account?—A. For sundry merchandise furnished by A. G. Cattell & Co. to D. S. Stetson; there also appears the further sum of $101.81 paid them on the 14th August, 1875, on a charter of a schooner from Philadelphia to Portugal on a cargo of grain.

I think that was embodied in two contracts, one for dredging and filling in, and tl for putting in foundations for what is called the yard and docks building. The n after that was the contract for putting in foundations for the iron-plating shop. T was for the steam-engineering shop, and the next was for the continuation of the fi work. The next was for foundations of the commandant's office buildings, and the r of the surgeon's building from the old yard to the navy-yard at League Island, removal of other buildings in the old yard, being the engineer's building and the headquarters, I think, to higher ground, and making foundations for them.

Q. Have you any continuous or running contract now existing between your compa the Navy Department?—A. No, sir; except for the foundations of buildings; we contract for foundations of buildings, furnishing material, driving piles, stones, concre and masonry; those contracts are continuous, that is, they are not closed, the wo stopped before completion.

Q. Still you regard them as existing contracts?—A. Yes, sir.

Q. Speaking in round numbers, what is the amount of your contracts, taking them aggregate?—A. I should think they would approximate $275,000 to $325,000 alto They have not been continuous. We have done probably from $5,000 to $20,000 a n times, and then again we have not done any work for several months in succession.

Q. Has your company paid any fees or commissions to anybody?—A. No, sir; no the early part of our work, and then we did not do it in the form of a fee or commissi was voluntary.

Q. To whom did you pay anything?—A. The first that we paid was a voluntary bution we were asked for by Mr. E. G. Cattell.

Q. What was the amount paid Mr. Cattell?—A. I think, altogether, in the neighl of $4,000; it was between $4,000 and $4,700.

Q. State to the committee how you happened to term it a voluntary contributio We were the only parties engaged in that peculiar kind of work in this part of the c and were the only ones fitted for doing that work. At that time we had locomotive dredging apparatus, and pile-driving machinery. Previous to that we had not had a quaintance with the Cattells; we only knew of them as neighbors, who lived just ab We never had any business connection with them; we bid for the work at that time, thought that Mr. Cattell had more or less influence in obtaining it; we thought p that we might require bonds or sureties, and that we might require special recommend We consulted Mr. E. G. Cattell in reference to it at that time. Mr. Cattell was ana have us do the work, as we were a Philadelphia concern, and had been in the habit of large contracts, say to the amount of $150,000 or $200,000, from various corporatic we had ample machinery for doing so; he thought we were the best fitted for such contracts.

Q. Could you not rely upon the merits of your company alone with the Navy Dep

gard to it I thought that there was going to be a great effort made on the part of others to secure that work. I did not know what influence they might bring to bear to secure it, and thought possibly that Mr. Cattell might do us a favor. He offered to do it gratuitously, making no charge and demanding no commission.

Q. What influence did you suppose he possessed at that time?—A. I thought that he might, perhaps, possess some influence through his brother, Senator Cattell. A. G. Cattell had been very active in urging the adoption of League Island as a naval station previous to that time.

Q. Do you know what was paid or given to A. G. Cattell for his efforts in having League Island established as a navy-yard?—A. I do not,

Q. Did you contribute any money for that purpose?—A. No, sir.

Q. Did your company?—A. No, sir.

Q. Have you not within the last year paid to Mr. E. G. Cattell a sum of money or given him a note of your company for a sum of money?—A. No, sir. I think possibly a year ago or more I borrowed a sum of money from Mr. Cattell. I got him to discount a note. We were then very short of money. I think that was in the neighborhood of a year ago.

Q. How much was that for?—A. It was not a very large amount; it might have been in the neighborhood of $1,500. I don't think it was more than that.

Q. If you gave a $3,000 note, what was that for?—A. I don't remember.

Q. If it was signed by you as the treasurer of the company, what was it given for?—A. It was signed by me, as treasurer, I recollect. I know I went to him; we were very short of money; our work had been stopped. I got some money from him, and got him to get a note discounted for me, which I paid.

Q. Where was that note discounted?—A. My recollection of it is that we paid that note at the Corn Exchange Bank.

Q. Was any note of your company discounted in Washington City?—A. Not that I know of. There might have been notes of our company discounted in Washington, because we had connections there. We were doing work there. I don't remember that fact.

Q. Is any one connected with the Navy interested as a member of your company?—A. No, sir.

Q. Mr. Prindle, who was formerly civil engineer here, is now in your employ, is he not?—A. Yes, sir.

Q. Your first contracts with the Navy Department were made upon estimates made by him, were they not?—A. No, sir; the first contract we had in the Navy Department the work was done under Mr. Prindle's supervision and direction, but not by estimates. We had an engineer at that time named A. J. Holroyd who made our estimates for us.

Q. Have you paid any other sums of money to Mr. E. G. Cattell than those named?—A. No, sir.

Q. Have you paid any money to Mr. Del. Noblitt?—A. No, sir; I hardly have a speaking acquaintance with Mr. Noblitt. I know him by sight and that is all.

Q. Have you paid no other fees or commissions in connection with naval contracts to any persons other than Mr. E. G. Cattell?—A. No, sir; to nobody else. When we first took hold of that work it required an outlay, I think, in the neighborhood of $40,000. We had to build tramways, provide railroad iron, locomotives, &c. For the first year or so our work was very unprofitable to us.

Q. Is your company interested in a stone-quarry near Conshohocken?—A. No, sir.

Q. Have you no interest in any other company, or stock?—A. No, sir; we are interested in another dredging company in New York now, but we have not been till within a year or two.

Q. Who compose the American Dredging Company?—A. It is an incorporated company. We have, I should think, about fifty stockholders, perhaps more. I am the principal stockholder, and have been since about the time of the organization of the company.

Q. Do you know whether any stock in that company is held by Mr. A. G. Cattell or Mr. E. G. Cattell?—A. By neither of them.

Q. Or by any one connected with the naval service?—A. No, sir.

Q. How many dredging-machines have you sold to the Navy Department?—A. Four, I think.

Q. You say the first was sold during the time Mr. Borie was Secretary of the Navy?—A. They were all sold together. All within a very short period of time.

Q. State if when first sold to the Navy Department there was not some difficulty as to their reception.—A. No, sir; with the exception of one, and that was very slight. It was a difficulty that was overcome in a couple of hours.

Q. State whether your company did not receive part payment for them before they had been inspected?—A. Yes, sir; that was according to our contract.

Q. That payment was made to Mr. John O. Evans, was it not?—A. No, sir; it was made direct to us.

Q. Was John O. Evans interested in the sale?—A. He was at that time interested with us; interested in our company. He was a stockholder in the company at that time. He was interested with us in dredging in Washington.

Q. Was he not *your security under the* proposition that you made to the Navy Department?—A. *I don't know that he was* expressly, but he was in one of the contracts.

Q. For and on account of that, did you pay to anybody any fee or commission?—A. No, sir; none whatever. At that time there was a man named Evans who was a kind of shyster around here, who came to us representing himself to be an agent of the Navy Department in Washington. He wanted to buy dredges or get the refusal for the purchase of dredging-machines. I did not know him, never saw him before and did not know who he was. He represented that he was an agent and had authority to buy dredging-machines. He came to us recommended by a man whom we did know, in Philadelphia, and it was the first intimation that I had that any machines were wanted by the United States Government. I learned through Mr. John O. Evans, who was at that time a correspondent of ours, that machines were wanted for the Navy Department. I afterward learned the character of this other man Evans, and refused to have anything to do with him. I think the machines were wanted by the Navy Department in the Philadelphia and New York yards.

Q. Did W. B. F. Sanger, chief engineer, make a certificate in your favor upon which you drew the first sum of money paid to you, and that prior to the regular inspection made under the orders of the Secretary of the Navy?—A. That I could not answer, because these payments were made to us from Washington. We received our money from Washington, and not through any third parties that I know of. It came to us direct from the Bureau of Yards and Docks.

Q. Do you remember that Mr. Sanger made such a certificate?—A. I remember that he did not so far as I know. I remember that Mr. Sanger was one of a board to make inspection and pass upon our machines. I don't know whether he was chairman of the board or not. I never saw one of the certificates.

Q. Do you remember about the fact that your proposal was not the lowest bid?—A. It was the lowest responsible bid. There was a lower bid than ours made by this man Evans, who was not in the dredging business, but who was an irresponsible man, at that time bearing a very bad character. Ours was the lowest bid of any responsible manufacturer of dredging-machines at that time.

Q. Do you remember that Mr. John O. Evans, who was interested with you in a dredging-machine, went before the head of the bureau or his chief clerk and made the statement which you now make, that the other Mr. Evans was irresponsible and that that statement was made by him prior to the awarding of the contract?—A. No, sir; that is not so, so far as I know. It might have been made some time when I was not present, but I was present on the opening of the bids for the dredging-machines and my recollection now is that Mr. John O. Evans was not present at that time.

Q. The contract was not awarded on the day the bids were opened, was it?—A. No, sir.

Q. It was not awarded for some time thereafter, was it?—A. No, sir; it was referred, if my recollection is correct. It is a number of years ago, and my memory is not clear on that subject. This occurred eight or nine years ago, I think.

Q. When it was referred to whom was it referred, if you remember?—A. That I cannot answer.

Q. Have you any knowledge or information that Mr. John O. Evans appeared before these referees?—A. No, sir; I never had any knowledge that he did. We were requested to make detailed plans and specifications of our machinery and furnish them for the Department, which we did.

Q. Have you any knowledge or information that any gifts, presents, or rewards of any description have been made from parties contracting or dealing with the Department, to any officer, agent, clerk, or employé thereof?—A. No, sir; I have not. So far as we are concerned I am sure there has not been any such thing.

Q. What do you know of such gifts, presents, or rewards made to the members of the families of those in the naval service?—A. I know of no such thing.

By Mr. BURLEIGH:

Q. Are pitch-pine piles recognized as being good?—A. Yes, sir, they are. They are next to oak, and superior to oak where they are exposed to weather in this locality.

Q. In regard to the first conversation with Mr. Cattell you say that he did not demand any money from you?—A. No, sir.

Q. Did you not go to them with the idea of securing their services and intimate to them that you would be glad to pay them for assisting you?—A. No, sir; we had no acquaintance with them at that time.

Q. At the time that you did make their acquaintance did you do so?—A. No, sir; not at all. I went there and introduced myself, representing the company. I went to them, told them what facilities we had, what machinery we had, and what work we were doing, where we were doing it, and what means we had for doing that work. I claimed, at that time, that we were the best situated for doing such work of any concern in the country.

Q. You put it solely on the ground of your being from Philadelphia and requested his assistance on that account?—A. Yes, sir; also as being neighbors, I think, although we had had no business with him and no former acquaintance.

By Mr. JONES:

Q. I understood you that this man Evans came to you with a letter of recommendation?—A. Yes, sir.

Q. Who recommended him to you?—A. A timber-man whom we had been dealing with fifteen or twenty years, named George Stocking. I learned afterward that Evans had been acting as his agent, doing a large amount of business. Evans was a kind of small naval contractor. Stocking belonged in Philadelphia

Q. Did you ever pay any one, directly or indirectly, any money except as you have stated?—A. I never did. We did not think it was necessary. Our business is a very large one, and we claim to do our work at as low a price as anybody in the country. We are bidding for Government and other work all the time. We did our work as low as anybody could have done it, and therefore did not think it was necessary to pay a commission, and, in fact, we were never asked for a commission.

PHILADELPHIA, *April* 17, 1876.

STEPHEN FLANAGAN sworn and examined.

By the CHAIRMAN:

Question. I notice on the books of A. G. Cattell & Co. that from time to time various sums of money have been paid to your firm, alleged to have been upon land in Washington City. State to the committee what connection that is in, and to what extent it has been carried on. —Answer. Mr. A. G. Cattell has an interest of one-eighth in a certain piece of ground which we have there, amounting in the neighborhood of 40 acres, situated on what we call Capitol Hill. It commences on both sides of the Government reservation and extends east. It extends on the right-hand side as you go down. The largest portion of it is on the right hand going down East Capitol street. We commenced on the east side of Eleventh street. We had but a little on the west side of Eleventh street.

Q. His interest is one-eighth?—A. Yes, sir, it will be when he pays the principal. He has never paid the principal.

Q. What is the principal?—A. $12,100. He pays the interest on it regularly every six months. The taxes and the expenses for improvement he pays one-eighth regularly, as those expenses accrue.

Q. These payments are made by whom?—A. They are collected from his office, and I think generally by the checks of the firm. I am not positive about that. I have often been there to talk about certain improvements, and persons offering to purchase, and his brother Elijah never would have anything to say about it. I never could get him to agree to anything or say anything about the property. He said Alexander had charge of that, and it was his business and not his, (Elijah's.) I do not believe from that that Elijah has anything to do with it. There has never been any deed made to Mr. Cattell for the property. It all stands in my name, and will stand in that way until he pays for it.

Q. Have you any reason to believe that anybody else is interested with A. G. Cattell in that purchase?—A. No, sir; I have not the slightest idea that anybody is interested but himself. I never heard it mentioned at any time. He never has said anything to me that would lead me to suppose that anybody was interested with him.

Q. Have you any knowledge or information that the Secretary of the Navy has any investments in conjunction with either of the Messrs. Cattell?—A. No, sir, I do not know of anything. I never heard of anything except as I have heard statements in the papers.

By Mr. HARRIS:

Q. I understand you to say that Mr. A. G. Cattell has a one-eighth interest in that property?—A. Yes, sir.

Q. Who owns the other seven-eighths?—A. My brother and myself own six-eighths, and Mr. Allen, the builder in Philadelphia, who is owner of a mill and manufacturer of millwork for houses, owns one-eighth. His interest is paid up. We purchased it ourselves. There was a gentleman also named Brown, in Washington, of whom I bought the interest in order to buy it for Mr. Cattell. Brown has now failed.

Q. Was that S. P. Brown?—A. I do not know his name. He is an old gentleman who has gone to pieces lately. He is in the real-estate business. It is not the Mr. Brown who is figuring in Washington now, however. The property that we hold for Mr. Cattell we bought of him. We bought that, and agreed to carry it for Mr. Cattell for a certain length of time. The time has, however, expired long ago. As I have heretofore said, Mr. Cattell pays his interest on it regularly.

PHILADELPHIA, *April* 19, 1876.

A. W. RUSSELL sworn and examined.

By the CHAIRMAN:

Question. What is your position in the United States Navy?—Answer. Pay-inspector.

Q. How long have you been on duty in the position?—A. I was ordered to report on the

1st day of October, 1870, as purchasing and disbursing paymaster, and was relieved on the 1st of October, 1873, and ordered to the duty of inspector of provisions and clothing at the Philadelphia navy-yard, where I remained until the 15th of January, 1874, when I was ordered back.

Q. While on duty here, you were what is generally known and termed as the purchasing-paymaster?—A. Purchasing and disbursing paymaster.

Q. Has any person who, at any time, was a contractor with the Navy Department, or who in any capacity was a dealer with you as an agent of the Navy Department, been your bondsman as such paymaster?—A. No, sir.

Q. Have not Mr. Del. Noblitt, or Mr. John Noblitt been on your bond?—A. No, sir; my bondsmen are residents of Washington, and have been on my bond, renewing and signing the new bond as the time came around. I have generally anticipated the renewal of the bond without a call from the Department, and would have done so in the last case, but my going to Washington was postponed for some cause, and I did not arrive there until directly before I received a call. I went down and got my old bondsmen to go upon my bond, one of whom is my father-in-law, who is a resident of Washington, and the other is a merchant of Washington, with neither of whom have I dealt to the amount of one cent for the naval service.

Q. State if, since you have been here, Messrs. Noblitt, Brown & Co., D. & J. Noblitt, and Mr. Dell Noblitt have not been large dealers with you as such paymaster?—A. Yes, sir; they have furnished a good deal of material. The firm of Noblitt, Brown, Noblitt & Co. has been the firm of which I have purchased miscellaneous and general requisitions. If I had a requisition comprising a great variety of articles, some of them not usually kept in one store, but which have had to be hunted up, they have always procured them at the market price and furnished them. They generally received such requisitions, and also others in which the number of articles required were not so numerous. Some requisitions comprise a number of very small articles of a very small cost, but which are necessary to have. It takes some trouble to get them together. Other requisitions would comprise, perhaps, one item.

Q. State in what consists the protection of the Government as to prices of articles purchased by a purchasing-paymaster.—A. The carefulness of the purchaser in seeing that the Government does not pay more than the market values; that he gets them at the lowest possible price.

Q. The only protection, then, is in his integrity?—A. His integrity. The officer also who makes the requisition makes an estimate. He makes his inquiries and sends this requisition as an estimate of the probable cost. That is a guide to the purchasing-officer to see that it should not be exceeded, unless there is no answerable reason why it should be. His own inquiries, the current prices as reported in the papers, his knowledge of the cost of articles previous, in fact his education in the business of purchasing, all aid him, together with his own integrity, in making such purchases.

Q. By law or by custom there is no inspection over the action of the purchasing-paymaster by any other tribunal?—A. There is an inspection of the article at the yard, and if I were inspector at the yard, and an article was sent down that I knew was beyond the proper cost, I should certainly reject it as an inspector, as being too high, and make my report accordingly. The commandant of the yard would then examine into the matter.

Q. There is no board to inspect property when it is returned to the yard, is there?—A. O, yes. The officer making the requisition is the inspector, and he has to certify that he has inspected it, and that it is a proper charge.

Q. Are you not mistaken as to that? The officer who makes the requisition for a given article simply determines the question of whether the quantity and quality is such as he has required.—A. I think that his functions go beyond that. At least when I was inspector I certainly looked at all the prices when articles came to me, to see that they were not excessive. If I saw any article upon which the charge was excessive, I took action upon it.

Q. Has your attention been called to the fact that since you have been here questions have arisen as to the fact that the prices paid were in excess of the estimates?—A. O, yes. Several instances of that kind occurred. In some cases it was because there was an improper estimate as to quantity. For instance, in the case of a piece of iron worked up, their estimate would be very much below the real weight when the iron was worked up; that would make the cost very much greater than the estimate. Whenever my attention has been called to it, I have always given an explanation, and the reason, fully and at large, to the commandant, if desired, and to the bureau, if called upon so to do.

Q. Has your attention been attracted to the fact that it occurred more in one branch of the service, that is to say, the civil engineer's, construction, and steam-engineering, than in any other?—A. My attention has been called to the difference between the cost and the estimate, I think, more frequently in the civil-engineering department—the Bureau of Yards and Docks—than in any other, and in every instance I have made the explanation which I thought was satisfactory. If it was not satisfactory I did not know it.

Q. Was that during the period of time that Mr. Prindle was civil engineer?—A. Yes, sir.

Q. Were the mistakes, so to call them, marked and frequent during the time that he held that position?—A. No, sir; not very frequent. I have a record of all those complaints. I do not think there were more than a half a dozen.

Q. From whom, principally, have you made your purchases since you have been purchasing-paymaster here?—A. I have made them from a great many merchants in the community. Carpets I have bought from carpet-men. Miscellaneous articles and furnishing outfits for officers' quarters I have bought from Noblitt, Brown, Noblitt & Co., together with some hardware. Under the direction of the Bureau of Steam-Engineering, I bought oil. Coal I have obtained from coal-men. Gas-fixtures from gas-men.

Q. Who have been the largest dealers with you?—A. I think that I have paid more money, possibly, to coal-men than to any other class.

Q. What one firm among the coal-men?—A. The firm that sold me the coal at the lowest price. I have bought a good deal from the Reading Railroad Company, from John Street & Co., and also from Mr. Whittaker. I could not say which had furnished the most: ten thousand tons, perhaps, would be furnished by one man, and that would be perhaps more than I would order from another man if I gave him every order for several months.

Q. Within the last two years have not the principal part of your purchases of coal been made from Mr. Street?—A. I think probably they have been, as compared with any one other here, but I do not think I have bought of Mr. Street more than I have from all others. I think about two years ago the Reading Railroad Company was the successful bidder.

Q. Assuming that, within the period of time in which you have been purchasing-paymaster at this place, you have from the Messrs. Noblitt, Brown & Co. and Del Noblitt purchased five or six hundred thousand dollars worth of materials, can you name any other firm outside of coal-dealers of whom you purchased so much?—A. No, sir; that is, assuming that to be the fact, although I do not think I have reached that amount.

Q. You do not think you have purchased of them to that extent?—A. No, sir.

Q. Have you, to the extent that you have purchased from them, excluding coal-dealers, purchased the same amount from any one else?—A. No, sir.

Q. What are your relations with these parties?—A. My relations are friendly; nothing more.

Q. Have they not at any time extended to you any accommodations of any description or character?—A. I have borrowed money from them, but I have given collateral when I have done so. I have borrowed money from a bank here in the same way. It was no accommodation that I would not have obtained from a bank as readily.

Q. Was no other accommodation extended by them to you?—A. No, sir; not in the way of the loan of money except such as I could have obtained from a bank very readily.

Q. How as to accommodation of any other description? Have you had any from them?—A. No, sir.

Q. Have they ever made any discount to you upon the purchases that you have made?—A. No, sir.

Q. I observe in their books that your accounts with them are unsettled?—A. There is an account of some little furniture that I received from them which remains unsettled, but they have not rendered me a bill. I did not think that it was any very great hardship to let it stand a little while. It will certainly be paid. It was some little furniture that I got from them when I changed my residence here.

Q. I find at one time charged in their cash account the sum of $150, paid to you. This appears to be on July 22, 1872. Have you any recollection of that?—A. On the 22d day of July, 1872, I borrowed $150 from Mr. Del Noblitt. Possibly it may be charged there. That I have paid and have a receipt for.

Q. I do not find it marked here paid.—A. I got it from the senior member of the firm, who is the president of a bank. Every item of cash loaned me by any member of the firm has been returned and paid by me.

Q. I find under date of December 24, 1874, an item charged expense account, "A. W. R., $50." Have you any recollection of that transaction?—A. I have never had a cent from them except as a loan, and all the loans I have paid them. The only account that the firm has against me legitimately, is the account for articles that I have purchased for my own use in my house. I do not know anything about their books.

Q. I find, again, under date of December 21, 1874, expense account, "A. W. R., $233.-85."—A. That I paid in cash to Mr. Del Noblitt.

Q. It appears from the face of the books to be charged to expense account.—A. I do not know anything about their books; I received the money and returned it. I recollect those amounts very distinctly.

Q. I find, again, during the last year, February 19, 1875, a similar entry, expense account, "A. W. R., $22.80." Is that another loan?—A. I have no recollection of getting a loan of $22.80. I do not understand that. I have no recollection of an amount of that kind, unless it is something that I ordered from them that they may have had to purchase for me.

Q. The last entry that I called your attention to appears to be in the cash-book, upon the debit side of it: "Sale made to the United States Navy Department." On the opposite or credit side of cash is the item that I read to you. Expense account, "A. W. R., $22.80."—A. I do not understand it at all. There are nothing of my personal matters that have any connection at all with the United States or with United States moneys. What I have had from them for myself I have either paid myself or will pay myself. It is in no wise con-

nected with the Government or with my official duties or business any more than if they had been entire strangers whom I had never dealt with.

Q. Do you happen to know upon whose recommendation you were re-instated in the position which you hold at the present time?—A. All I know of that is that I was at the navy-yard as inspector of provisions and clothing. I received a letter from the Paymaster-General inquiring how I should like to return to my old duties. I replied that I should like to be returned with the tenure of office I had reason to expect at the yard as inspector of provisions and clothing, but that having leased a house for three years, and educating six children, it was necessary for me to look ahead; that I should feel it was another manifestation of approval at the Department of my administration of duty, and I was certainly at the disposal of the Department. That was the first intimation that I had of it. The next was my order; it was not of my seeking.

Q. Did you know of any discontent or had you been informed of any dissatisfaction with the way and manner in which your immediate predecessor, Mr. Fulton, was conducting the office?—A. No, sir. On the contrary, I always heard him spoken of very highly by those gentlemen and by others.

Q. Do you know, as a matter of fact, that he was distasteful to the parties who had been in the habit theretofore of supplying the Government or filling requisitions at this point?—A. I know positively to the contrary.

Q. Do you know whether any complaint had been made against his actions by any one?—A. I do not know that any were made, and I really do not believe there were. I heard nothing of it. The reason I can speak so positively in regard to this is, that Mr. Fulton was a very old and intimate friend of mine, one with whom I presume I have been more intimate than any other member of my corps, and his reason for applying to leave the office he made known to me confidentially.

Q. In virtue of your position as paymaster at this point, do you know about the directions given in relation to drawing upon an appropriation made for a different purpose than the one named in the requisition? For instance, take the case in 1873, when you were drawing pretty largely, no doubt, to supply the demands of the Government, owing to the Virginius excitement, and these requisitions were directed to be made out of the appropriations made for the eight sloops of war, although the articles named in the requisition were for the ordinary business of the Department.—A. We have nothing to do with that.

Q. In virtue of your position, do you know whether such action as that has occurred, in fact, or not?—A. No, sir, I do not. I know that we only draw upon the triplicate bills as we have them, and the Department either sends me the money or they wait for their own convenience to send it. What particular appropriation it comes out of I cannot tell, except as entered on the Auditor's notice to me. I draw according to the bill from the appropriation to which the bill is chargeable.

Q. I had supposed, that being the fact as you have stated it, that getting that notice or seeing it, you would understand whether there had been any transfer of appropriations in the service.—A. No, sir; the transfers of the appropriations I do not understand. They are done, if at all, in Washington, and not here.

Q. You do not know whether that has been done or not?—A. No, sir; I cannot say. There have been one or two instances where bills were decided to be chargeable in a bureau against one appropriation when they were made out against another, but that was a matter of decision, and something that I did not criticise. Some items of expense would, possibly, be chargeable to "provisions" that had been charged against "small-stores," for instance, which is "pay." Some of these things have been altered. The Bureau of Medicine might make a bill to "contingent medicine and surgery," "yards and docks," to "contingent yards and docks," but nothing of that kind has come under my cognizance.

By Mr. BURLEIGH:

Q. Did you never approve and date bills ahead!—A. No, sir.

Q. For instance, if bills were not paid at the latter end of a fiscal year, were they not put over until the first of another fiscal year?—A. There have been some bills made out against one fiscal year that were afterward withdrawn and bills for the next fiscal year put in their stead, approved in like manner, and the other bills returned to be canceled.

Q. In what month were the original bills made out?—A. I cannot recollect.

Q. Some two or three months before the year expired?—A. Yes, sir.

Q. Or more?—A. I think in the early half of the year.

By the CHAIRMAN:

Q. Do you remember what year that was?—A. Those bills, I think, were made out about a year ago.

Q. Can you by reference to your books identify them?—A. Yes, sir; I am very careful about those things. If I return a bill I return it with a letter of inclosure, and by these letters inclosing bills I can refer to the bills returned.

Q. Do you know now whether there are bills approved which have been filed with you and your drafts remain unhonored?—A. Yes, sir; there are some bills that I have received the triplicate of, and I draw directly upon receiving a triplicate; that is, either in one

or two days. I generally draw about twice a week if I have bills. I have drawn for some bills. The duplicates are with the parties, or they have perhaps had them in some of the banks.

Q. Can you tell the committee to what extent that exists now at this office, as a fact?—A. I could not tell the amount, and I do not think there are many bills. There is a bill of Wood, Dialogue & Co., or perhaps two of their bills. There is also one bill of Nathaniel McKay. I have made requisitions for the money, and have not received the return. Such as come under the engineer bureau are always approved by the chief engineer. Some other bills, in some of the bureaus, are made and approved by the commandant. I think these have been approved at Washington.

Q. McKay's bill has been approved, and also Dialogue's has been approved, at Washington?—A. Yes, sir; I think so. Where it has required the bureau's approval, it is on it.

Q. Usually, when you get the bills approved in Washington you feel justified in drawing for the money?—A. Yes, sir; because the bill comes right under the eye of the officer who directs the money to be sent.

Q. Did you draw for the money on these bills?—A. Yes, sir.

Q. And that draft has not been honored?—A. I have not received the money.

Q. Do you know any substantial reason why you should not have received the money on these bills after they have been approved by the Department at Washington?—A. No, sir; I do not. The bureau is sometimes prompt and sometimes they think that I draw too frequently. I received a letter from Admiral Rodgers on one occasion stating that I drew too frequently. I drew twice a week. I told him in conversation afterward that I had received the letter, but I thought it was my duty to draw when I received the bills and the money was due.

Q. Is it usual for the Department at Washington to approve bills that you send them unless they are ready to pay the money?—A. The bureaus in Washington will have bills made out when they see fit, and approve them after the presentation of the bill. They furnish them direct to the person whom they have contracts with. I know nothing at all about it until he brings me the triplet bill to draw for the money.

Q. Do you or do you not consider the approval of a bill at the Department at Washington *prima-facie* evidence that the Department has obligated itself to pay the face of that bill?—A. On the presentation of that bill to me I think I would understand, or judge, that the bureau was prepared, unless they had given some direction to the contractor not to present it until a certain time, to receive my requisition for the money.

Q. That is, they acknowledge that sum due?—A. Yes, sir.

Q. And they bound their bureau or the Government to pay that sum?—A. The Government is certainly bound, I think. To express to you exactly what I think is the obligation of the bureau in the matter, if an officer of a bank came in and asked me as to the value of certain of these bills, I would tell him that they were of unquestionable value for the face of them; I would pronounce at once that they were as good security as could possibly be procured.

By the CHAIRMAN:

Q. Do you remember anything about a bill in favor of Cramp & Sons now due?—A. I could not state positively without reference to my books, but I do not recollect of any bill of theirs.

Q. Bashor & Co.?—A. I do not know that I have their names in my book.

Q. George Savage?—A. I have nothing to do with him.

Q. Gaskell & Son?—A. I do not think there are any bills of theirs pending.

Q. Do you have anything to do with S. P. Brown or A. P. Brown?—A. Nothing except such bills as the bureau have sent me for payment. I have paid two bills of theirs. I do not think that there are any due on my books.

By Mr. BURLEIGH:

Q. Does A. G. Cattell & Co. have any dealings directly with the Government?—A. I buy some flour and feed from them occasionally. That is the extent. We do not use much flour.

Q. How much have you bought of them in the last two years?—A. We buy some every year, more or less. Sometimes fifty, or sixty, or a hundred barrels of flour if we want to bake a lot of ship-bread.

Q. Do you buy that much every year, do you think?—A. We buy some every year. But now there is very little bought here. We have no vessels to supply except the receiving-ship and the tugs.

Q. What period of time would that cover?—A. Since 1870.

Q. You have bought a hundred barrels a year of them?—A. I would not say positively as to the amount. I do not think it would average more than two hundred barrels a year since 1870.

Q. Do you purchase any grain from them?—A. Nothing but feed for the cattle and horses at the yard.

Q. Do you buy that regularly?—A. No, sir; it is only within the last year, I think, that

I have been buying any from them. The old contractor who contracted with the Bureau of Yards and Docks for furnishing them I thought (when I had to buy on open purchase) was keeping up a little too much in price, and I inquired of them what they would furnish for. They gave me a price without any knowledge of what the other man was charging. The price was in favor of the Government, and I gave them an order for it. That amounts to from $40 to $50 or $60, at a purchase.

Q. Do you remember when you last shipped coal to California?—A. I shipped last summer to California, to Pichiliqu, to Honolulu, to San Francisco, and to Sitka. I think that that shipment was probably made in August to those ports. It was in July or August.

Q. What was the rate per ton?—A. The cargo of the Philadelphia and the Hamilton, I think, was $11.65. The City of Philadelphia was a new ship, built in May, and this was her first cargo.

Q. From whom did you charter that ship?—A. From the lowest bidder, D. S. Stetson & Co. The Sitka ship was chartered from Workman & Co. The Honolulu ship was chartered prior to the charter of these other vessels. That was the Gatherer.

Q. Were not the charters for carrying that coal advertised in the papers?—A. I have here an advertisement for the coal I spoke of with the exception of the Honolulu coal.

By the CHAIRMAN:

Q. That was carried by Stetson, was it?—A. Yes, sir; I was in Washington when there was a cessation of work at the mines. Commodore Shufeldt asked me verbally when I returned to Philadelphia to inquire the freight to Honolulu. I made inquiries, and sent him on the offers of Workman & Co. and D. S. Stetson. In reply, after a short lapse of time, I received directions from him to charter the Gatherer, which was offered at $12 to San Francisco, as I recollect it, and $14 to Honolulu, which was then a low rate.

By Mr. BURLEIGH:

Q. I notice that the date of this advertisement was the 19th June. What date was it inserted? Not until the next day, was it?—A. In some of the morning papers it would not appear until the next day. In the afternoon papers it appeared that same day. I generally try if there is sufficient time to have the afternoon papers publish one and the morning papers publish the other, so as to alternate.

Q. Those proposals got into the paper on the 20th, and you gave them to the 23d to hand in proposals. Why was this haste in time?—A. Those advertisements, I think, were inserted on the 19th.

Q. The same day they were written?—A. Yes, sir; nearly always I send them immediately to the office and get a slip like this returned to me from the office.

Q. They would not get in the New York papers until the 21st?—A. We did not advertise in New York.

Q. I know that you did not, but you say that you got a Maine ship on a proposal that could not have got into the New York papers before the 21st?—A. The ship was sent around from Maine here.

Q. But she was already here. That was not competition; that advertisement could not have been entered in a New York paper before the 21st, and the proposals must be handed in by the 23d?—A. I am instructed by the Department to advertise three times.

Q. You are not instructed in regard to the length of time you shall give to hand in proposals? They do not confine you to three or two days?—A. No, sir; that would make four days inclusive.

Q. If a man was on the spot and knew what you were doing that would be all right, but it did not give a man in Maine a chance to get in a bid, did it?—A. No, sir; I never went so far as Maine. The ship was a Maine ship. I do not think she had arrived here, but one of her owners was here.

Q. Why is it necessary to confine the time down to one or two days in a cargo like that, which must be six months before it is delivered?—A. The great desirability of getting these offers as soon as possible was the speedy shipment of the coal, and taking advantage of the first productions from the mines. There was no intent to keep out any competition.

Q. That does not give the ship-owners a fair chance, does it?—A. It gives the numerous merchants here a chance.

Q. Does it outside of Philadelphia?—A. I have had bids from New York a number of times upon advertisements. When I get these slips I perhaps get two dozen of them, and, besides the advertisement, I send these around to people whom I know have the ability to supply.

Q. Does not the law for advertising contemplate two weeks' notice?—A. I am instructed by the Department to advertise three times. I cannot advertise without the direct authority from the Secretary, and when I apply to him for the authority to advertise he replies with that authority, and designates the papers, saying three times.

Mr. BURLEIGH. I mean to say that this is one of the abuses of the Department in advertising. They do not give notice to people to compete except to those who have the article advertised for on the spot, and there can be very little competition in such cases as that.

The WITNESS. Outside of Philadelphia it does not give outsiders a chance, I do not think myself.

Q. That advertisement is for Philadelphia, is it not?—A. Certainly, that is the way I regarded it; as an advertisement to the Philadelphia shippers here for the lowest rate of freight they could afford.

Q. Do you think that is right, in view of the fact that the coal is all shipped from Philadelphia, and that the ship-owners are scattered all over the country?—A. I certainly should not disregard, or wish to disregard, any proposal from any other section.

Q. But you did not give them time to put their proposals in?—A. I am satisfied that I did not give sufficient time, and I do not think that it ever occurred to me to go so far away for the vessels. Shipping it from here, I looked here for the vessels.

Q. And in this very instance you took a new Maine ship?—A. Yes, sir: but she was consigned here to certain parties, and was partly owned here.

By the CHAIRMAN:

Q. By whom was she partly owned?—A. A gentleman whom I happened to find out afterward, and not until after she was chartered, lived next door to me. He had lately moved there. His name was Philip Fitzpatrick.

Q. Did Mr. Stetson own any interest in her?—A. No, sir; I think he was simply the agent for the owners. The captain told me he had an interest in her.

By Mr. BURLEIGH:

Q. Have you an idea that that ship came here from Maine without a knowledge of what she was going to do?—A. I know it, sir. I had no knowledge myself, and she could not have known.

By the CHAIRMAN:

Q. Did I understand you to say that the Secretary, according to your interpretation of his order, limits you in the mode and manner of your advertisements?—A. Yes, sir; as to the number of times and the number of papers.

Q. Your instruction appears to be to advertise three times daily?—A. Yes, sir; that had been the custom in the office; three times daily, using both afternoon and morning papers.

Q. Did it occur to you that it might have been and was the intention of the law that the advertisement should be made one time weekly for three weeks?—A. No, sir. I do not know that there was any such provision at all.

By Mr. BURLEIGH:

Q. Did it not occur to you that that was to give publicity to your advertisement?—A. It was to give publicity for three advertisements, and for me as quickly as possible to perform the duty.

By the CHAIRMAN:

Q. Do you know of any combination among bidders for articles to be furnished the Government?—A. There is a combination affecting everybody here in regard to coal. The Reading Company controls the coal-wharves. They combine with the operators for a certain price and issue a monthly schedule giving the price. I cannot get a bid from the Reading a fraction below their schedule rates. They keep strictly bound to it. I do not know of any other combination. I have managed to get in under that combination, and bought coal at a less price than anybody. The Reading has tried to find out what price I bought it for, but I declined to tell them. They said that they wanted to go for the individual who did not keep faith in the combination.

Q. Do you happen to know whether such combinations were made after advertisements for coal were made by the Government?—A. No, sir; this was a combination made for the benefit of the miners and the Reading Company road, without reference at all to the Government. It is the general coal trade here.

By Mr. BURLEIGH:

Q. Who gets the most of your carrying trade of coal?—A. D. S. Stetson & Co. have had the most of it.

Q. Do they not carry three-fourths of it?—A. Very possibly they do. They have always furnished first-class vessels. We have never lost a pound by them.

Q. For how many years have they had that supremacy?—A. I cannot tell that. Long before I came here.

Q. Have they peculiar facilities for carrying coal over other merchants or other ships?—A. They are very prompt in getting vessels.

Q. Do you consider that in accepting their bids?—A. I consider promptness in furnishing transportation; not as entitling them, however, to any preference over anybody else who may bid lower. The lowest bidder always gets the bid if there is competition. If they wanted to ship immediately and without delay a certain quantity of coal to a certain point, I would with all haste go to Stetson and ask him if he could not give me a vessel, get his rate, and make the engagement with him, and get the vessel quickest. I would go to him to get that done because I could rely upon him in an emergency.

Q. Does that emergency often occur?—A. No, sir; not very often. It has occurred in some cases.

Q. Since when? In the last five years?—A. O, yes.

Q. And that accounts for his getting the larger proportion of the coal trade, does it?—A. No, sir. The reason for his getting the larger proportion is because he is in most cases the lowest bidder, and has furnished first-class vessels, and we have never had one pound of coal miscarried that I know of.

Q. You say that is no consideration if he is not the lowest bidder?—A. I say that is not what would control me.

By the CHAIRMAN:

Q. Who is the inspector of provision and clothing?—A. Paymaster Arthur Burtis.

PHILADELPHIA, *April* 21, 1876.

A. W. RUSSELL recalled and examined.

By the CHAIRMAN:

Question. State whether your books will show the amount of material sold, the proceeds of which have passed into the Treasury.—Answer. They will not. That is only shown by the books of the paymaster of the navy-yard. The money received for material sold at the yard is paid to the paymaster, and deposited by him in the Treasury.

Q. Who is that paymaster?—A. Henry M. Deniston. He is now stationed at the yard. He was stationed there some time in September last.

Referring to bills which I have drawn for up to the 1st of April, and for which I have not received remittances from Washington, I present the following:

"*Memorandum of date and amounts of requisitions made on the various bureaus, of which no notice of approval by them has been received.*

Date.	Bureau.	Amount.
1875.		
Nov'r 17	Construction and Repair	14,273 60
Dec'r 4	Construction and Repair	3,675 00
8	Construction and Repair	20,197 00
17	Provisions and Clothing	574 00
	Construction and Repair	1,225 00
	Provisions and Clothing	2,676 00
1876.		
Jan'y 29	N. hospital fund, (merchandise)	2,384 28
	Provisions and Clothing	2,738 40
Feb'y 1	Construction and Repair	24,800 00
8	N. hospital fund, (merchandise)	152 89
18	Provisions and Clothing	570 00
March 4	Construction and Repair	1,433 02
14	Provisions and Clothing	253 69

"NAVY PAY-OFFICE,
"*Philadelphia, April* 20, 1876."

I have also a list of bills which were drawn for in the last fiscal year, and new bills substituted therefor payable in the present year, as follows:

"*Memorandum of the date of exchange of bills, with the name, appropriation, and amount.*

Date.	Name.	Appropriation.	Amount.
1875.			
July 15	W. Cramp & Sons, S. & E. B. Co.	Construction and Repair	9,450
	do do	do	10,800
	do do	Steam-machinery	10,000
	do do	do	5,850
31	do do	Construction and Repair	21,600
August 11	Del Noblitt, jr	Steam-m chinery	9,251 55
13	W. Cramp & Sons, S. & E. B. Co.	Construaion and Repair	10,800
September 4	J. F. Eaverson	do	1,470 43
	do do	do	1,273 02

"NAVY PAY-OFFICE,
"Philadelphia, April 20, 1876."

By the CHAIRMAN:

Q. I note among the items in the last memorandum which you furnished to the committee, a bill in favor of Del Noblitt, for olive-oil, or oil of some other character?—A. It is a bill for yellow oil, not olive-oil.

Q. Do you know anything about the purchase by the Department of a large quantity of olive-oil from Noblitt, or Noblitt, Brown, Noblitt & Co., or D. & J. Noblitt?—A. Some time in the year 1872 there was a requisition made for some oil. I made inquiries, I think, in Washington, as to advertising. The bureau did not approve the requisition, saying that there was some fresh, pure Lisbon olive-oil which had been shipped into New York that they desired to obtain. I presumed, of course, that was owing to the superiority of the olive-oil, as it is considered generally by engineers to be superior and cheaper. Subsequently there was a requisition made for 1,000 gallons of sperm-oil and 1,000 gallons of pure Lisbon olive-oil, which I obtained the authority of the Department to advertise for. Mr. Noblitt was the successful bidder, at $1.80 per gallon for the sperm-oil, and $1.60 per gallon for the olive-oil, and he furnished that oil. The bureau, then, on different occasions bought olive-oil for Philadelphia, and for New York, deliverable in these places, and paid the same rate, that is, $1.60 and $1.58; and at one time, I think, they obtained it for $1.42, without advertisement.

Q. A very large quantity of the olive-oil was purchased from Mr. Noblitt, was it not?—A. Yes, sir; at various times.

Q. Was not that under the orders of the bureau?—A. Yes, sir.

Q. Have you any recollection whether that oil was brought from Portugal on board United States vessels?—A. I don't know anything at all about it. I don't even know that it was olive-oil. I cannot know the cargo of vessels or where they obtain their cargoes. The inspector, who was the chief engineer of the Navy, examines it, and tests it by regular tests and passes it. I simply purchase the material. I don't know how this oil came over, nor do I know how it was delivered at the various stations.

Q. Nor do you pretend to know by what arrangement it was bought by the bureau?—A. No, sir; I have no knowledge upon that point. I supposed, of course, it was because we wanted the supplies.

Q. Immediately after the bill for 1,000 gallons of olive-oil was made, under the advertisement, as you have stated, state whether a much larger quantity was not purchased.—A. I think 8,000 gallons was purchased at one time. I don't think that any purchase exceeded 8,000 gallons. I don't think that any order covered more than that quantity.

Q. Was not that order followed pretty rapidly by others?—A. It ran along for a number of months. I suppose there must have been different importations of it. It was required to be pure Lisbon olive-oil. I saw some samples of it in bottles, and those bottles were evidently imported. I did not, however, see the bottles come out of the packages.

By Mr. HARRIS:

Q. State whether olive-oil is good machine-oil.—A. Engineers have told me that it was the best. They have stated to me that it was superior to sperm-oil. Sperm-oil is very much higher priced.

By Mr. JONES:

Q. Have I understood you to say heretofore, in conversation, that you bought most of your coal of the Philadelphia and Reading Coal Company?—A. We buy from them when they are the lowest bidders. For a considerable period, the gentleman who is now the treasurer of the company, and then held that position, had the disposition of the coal, and he gave to the United States the preference. They are nearly always the lowest bidders. He made an exception in favor of the United States in his combinations. They generally obtained a drawback of 20 or 30 per cent. He told his other customers that the United States was an exception, and took the law in his own hands. Under the present arrangement of the new superintendent he cannot go below his schedule price. The president, Mr. Gowan, holds all parties strictly to the schedule prices.

Q. State fully as to that drawback.—A. It is made to people who have the wharves and piers at Richmond, and who make contracts with them for large quantities of coal during the year. When there was a drawback for the shipments from Port Richmond to various parts of the world, I always obtained that drawback from the Reading Railroad Company, and got the net prices. I would require them all, and bid the net price after deducting the drawback. There was a certain drawback allowed for shipments south of Norfolk, and a certain drawback allowed for shipments north or east. I don't remember now the exact latitude, but whatever drawback was allowed to anybody else, I got it off when the net price was rendered.

Q. Was it taken from the bid?—A. No, sir; it was taken from the price before the bid. The bid was at the net price.

Q. How much was the drawback usually?—A. It was 15 or 20 cents a ton.

Q. On what amount?—A. On any shipment beyond a certain limit, which limit I cannot now remember exactly.

Q. Was there not a large drawback if a man took twenty-five or fifty thousand tons last

bought 10,000 tons of coal to-day, the Reading Railroad Company would not giv one cent below their schedule prices.

Q. Is that company an exception to all others?—A. It is the controlling compan

Q. But do not the other companies make their schedules with the Reading Comp I do not know anything about other companies. I know that the Reading Comp trols all the wharves at Port Richmond.

Q. It looks reasonable that the other companies should not have a higher pric circulars than that company?—A. I am not competent to argue that question. I state the facts in my knowledge.

By Mr. BURLEIGH:

Q. Do you not understand that those coal companies give a commission to bro ing from them?—A. I do not know that. I never had any dealings with brokers. advertise for the miners and regular dealers in coal.

By Mr. JONES:

Q. How much at a time do your advertisements call for?—A. I think the larg tisement we ever had for coal was for 7,000 tons. I furnished to the committee, as a to a question propounded to me in my previous examination in relation to the con tween estimates and prices thereafter paid, the following correspondence:

"PHILADELPHIA, *October* 2

"SIR: I respectfully acknowledge your letter of the 21st instant, inclosing a letter from the Bureau of Yards and Docks of the 19th instant, in relation to the ancy existing between the estimated cost of articles on League Island, requisitio and Philadelphia navy-yard, requisitions Nos. 22 and 23, and the prices at which charged on the bills for the same, and directing me to furnish the commandant wi planation thereof, which I have the honor to do as follows, viz:

"Requisition No. 41, League Island, is for 'six linear feet No. 16 galvanized iron hood, as directed, at $150=$9.' The drawings required the hood to be cast iron, f patterns had to be made, castings and the whole delivered at League Island an gether as the extension of the smoke-stack of the wharf-engine; and demurring price, I was informed that the actual cost of the labor and material left but a mea of $4. from which the cost of delivery had to be deducted.

"Requisition No. 22. Philadelphia navy-yard, the estimate for 1,000 feet first white-pine boards at $40, is but two-thirds of the lowest market-value; in making chase, I pressed the dealer down from $65, the market price, to $60. The estimate of below the rate for second common; the low market-rate being for first common $6 common $42 to $48, and third common $29 to $35, depending upon the selection, from knots, &c. The requisition was for 1,000 feet of first common, and 1,000 fee common, and both were purchased at the lowest market-rates for the quality furni and $30, respectively.

"Requisition No. 23. The hoop-iron estimated for was galvanized, and I am ass

"COMMANDANT'S OFFICE, UNITED STATES NAVY-YARD,
"*Philadelphia, October* 21, 1874.

"SIR: You will please furnish me with such explanation in reply to the inclosed copy of a letter from the Bureau of Yards and Docks, dated October 19, 1874, as you may deem necessary, and such as will enable me to reply to the bureau intelligently upon the subject contained in its communication. I have called upon the civil engineer to explain to me in reference to the estimates given for the articles required on requisitions alluded to.

"Respectfully,

"GEO. HENRY PREBLE,
"*Commodore, Commandant.*

"Pay-Inspector A. W. RUSSELL, U S. N.,
"*No. 427 Chestnut Street, Philadelphia.*"

"BUREAU OF YARDS AND DOCKS,
"*Navy Department, Washington, D. C., October* 19, 1874.

"SIR: The bureau begs to call you attention to the great discrepancy existing between the estimated cost of articles hereafter mentioned in League Island requisition, No. 41, and Philadelphia navy-yard requisition, Nos. 22, 23, and the bills rendered for the same, by Pay-Inspector A. W. Russell, and approved by the proper authority.

"In League Island requisition No. 41: Six linear feet galvanized iron pipe, &c., are estimated to cost $1.50 per foot, or $9; cost as per bill rendered, $7.66 per foot, or $46.

"In Philadelphia requisition No. 23: 150 pounds hoop-iron are estimated to cost 8 cents, $12; cost as per bill $16.72; 3 papers tinned iron rivets, estimated cost $1.50; cost as per bill $3.75; 200 barrel-staves, estimated cost $9; cost as per bill $20.

"In Philadelphia requisition No. 22: 1,000 feet white-pine boards are estimated to cost $40; cost as per bill $60.

"Now, either the person making the estimates must be exceedingly careless or ignorant of the market-prices of the commodities required, or the articles were not purchased at the lowest market-prices. In either case the bureau is much embarrassed, for what has occurred in small requisitions may also occur in those involving large amounts of money, and if the bureau can place no dependence upon the estimates submitted to it, it can never rely upon the financial showing of balances remaining in the Treasury to its credit, with the sums supposed to be due on approved requisitions deducted therefrom.

"The bureau has, therefore, to request that before sending in estimates of the prices of articles required, the actual prices in a fair market shall be obtained and forwarded to the bureau as estimates, that it may be able to form some judgment as to the amount required to settle its outstanding indebtedness. The bills referred to are herewith returned for such explanation as it may be possible to give.

"Very respectfully, your obedient servant,

"J. C. HOWELL,
"*Chief of Bureau.*

"Commodore G. H. PREBLE, U. S. N.,
"*Commandant Naval Station, Philadelphia.*"

PHILADELPHIA, *April* 19, 1876.

EDWARD HALL sworn and examined.

By Mr. BURLEIGH:

Question. What is your occupation?—Answer. I am chief clerk to Paymaster Russell in the Navy Pay-Office.

Q. How long have you been with Mr. Russell?—A. Since he has been appointed to this position. I came with him when he took charge here.

Q. How long have you been paymaster's clerk?—A. That was my first appointment as such.

Q. By whom were you appointed?—A. Paymaster Russell.

Q. Are you indebted to him solely for your appointment?—A. Yes, sir.

Q. What is the rule in your office in regard to contracts generally? Are the purchases made after advertising, or on open purchases?—A. We make them in both ways. A contract is generally made by advertisement. It is generally advertised from three to five days, according to the merchandise, and sometimes ten days. I suppose five days is about the time.

Q. Do you never get down to three days?—A. I think we have in some instances when there has been an emergency.

Q. Such as what?—A. Coal. I do not call to mind anything else but coal.

Q. Where would the coal or merchandise be shipped in such a case?—A. It would be to go abroad.

Q. That is the rule, is it?—A. Yes, sir.

Q. Are these shipments to the Pacific coast open purchases, or by contract?—A. F tract.

Q. Do you ship none by open purchases?—A. I think not.

Q. Did you never send around private circulars to certain persons—private owr ship-masters, or ship-brokers?—A. Yes, sir.

Q. For shipment of coal to California?—A. I do not think anything of that kind as to California. My impression is that that is done by advertisement on ten days'

Q. Do you not think a departure from that rule would be an act of justice to th owners of the country?—A. I think we could make a private inquiry that would be as economical to the Government as to even advertise.

Q. Do you think that a private bargain would be as sure to be in favor of the G ment as open competition?—A. I think so, the way the business of our office is con

Q. By whom do you generally ship from here?—A. The most of the shipmen been made through D. S. Stetson & Co.

Q. That is, the most in quantity?—A. Yes, sir.

Q. Is more than half shipped from here by him?—A. Yes, sir; I should think so.

Q. Three-fourths?—A. Yes, sir; I should think three-fourths. The bulk of it h shipped by him.

Q. What peculiar advantages does he have in being able to bid lower than others! do not know that. He always seems to have the ships, and his prices are always lo bids lower. He has the reputation of having a good many vessels at his command. own knowledge I do not know anything about it. He is an old resident here, whom known a good many years as being an old ship-broker.

Q. Does he ever grant any favors to the paymaster or any other person to yo knowledge interested in shipping coal?—A. Not to my knowledge.

Q. If he did would you probably know it?—A. I do not know that I would.

Q. He might grant favors and you not know it?—A. Yes, sir.

Q. Did he ever grant any favors to you in any direction?—A. No, sir. When I say live in the same village with him. I have the neighborly favors of a village, which a ters of small moment.

Q. When you have notice that a shipment is to be made is he not very apt to fin pretty early?—A. No, sir; no sooner than anybody else. There is no especial actio to get him any information. If I should meet him on the road home I should say t "Captain, we have an order for some coal; it has got to be advertised."

Q. Do you live in his house?—A. No, sir.

Q. Has he nothing to do with the house you live in?—A. No, sir; nothing whatev

Q. Has he nothing to do with your renting that house?—A. Nothing whatever.

Q. Do you know of any one offering inducements to influence the shipping of coal ing information that would put them on the inside track?—A. I do not.

Q. Did A. G. Cattell ever do any business through your office?—A. Yes, sir.

Q. I understood you to say that you did send private circulars out in some cases! mean inquiries. It was not a private circular to one person; it was to a number

Q. His passing on the coal is merely by observing it and not consuming it?—A. He is an engineer of the Navy and a man who is supposed to know all about the burning qualities of coal.

Q. Do not you know that his observation is merely as to the appearance of the coal?—A. His judgment upon it certainly is as he sees it.

Q. Is the price of the coal governed by its known quality in the market?—A. The price of the coal here is governed by the schedule issued by the Philadelphia Coal and Iron Company, the principal producers.

Q. I understand there is from 25 to 75 cents difference per ton in the price of anthracite coal in the Philadelphia market?—A. In point of quality I have no doubt there is.

Q. What does the Government buy; does it buy the cheap coal?—A. No, sir; it buys the very best quality of coal.

Q. Then, what is the object of your sending out circulars for proposals from these parties who control mines of a poor quality of coal?—A. Sometimes it will make a difference of 5 or 10 cents a ton. Some dealers will be satisfied with 5 cents less profit. The Government gets the advantage of a few cents over the price.

Q. When the same coal will sell in the market for 75 cents more a ton because it has a superior reputation?—A. No, sir; they won't sell in the market at their actual relative difference.

Q. Do they not sell in the market at that difference?—A. No, sir; they all sell according to the circular or schedule price issued by the Reading Railroad Company.

Q. Do you not know that in the Philadelphia market to-day there is 75 cents difference in the price of different anthracite coal?—A. No, sir; I do not.

Q. What is the difference, according to your knowledge?—A. The difference is simply in the size. The difference in price is the difference in size and the difference in the preparation.

Q. That is all you know in regard to the difference in prices?—A. Yes, sir.

Q. Then you mean to say that every mine that sends coal here to Philadelphia produces the same quality if it is of the same size?—A. It is so rated by the railroad company, although I do not think it is of the same quality. I think there is a great difference in the price.

Q. Do not you know that the people generally acknowledge it and pay the difference? I mean the consumers.—A. Individual consumers would do it. I would do it.

Q. And consumers of large amounts would do it?—A. Yes, sir; I presume furnacemen would do it.

Q What is the object of sending proposals to mines that have a different quality of coal and asking them to bid for so many tons of coal at the same price?—A. It is in order that the Government may have the coal at the lowest possible price.

Q. Then every time they will get the lowest quality of coal?—A. That is a matter only with the inspector appointed by the Department and not with us at all. We are governed by his certificate of inspection.

Q. What coal do you mostly ship?—A. I think it is shipped from various mines.

Q. From what mine do you mostly ship?—A. We buy it of the Philadelphia and Reading and of John Street & Co.

Q. But a furnaceman or a consumer would want coal from a particular mine, would he not?—A. Yes, sir; for this reason, that I might have men who would know how to use a certain kind of coal and another kind they could not use.

Q. Regardless of that, you know one coal is very superior to another?—A. There is a great difference in it and a great difference in the quality.

Q. From what mine is the most of the coal purchased on account of the Government?—A. That I cannot answer you. It never comes under our notice as to the mine it comes from.

Q. All you look at is the price?—A. Yes, sir; the price; the inspector judges of the quality.

Q. Who is the inspector?—A. Chief Engineer Robert Potts.

Q. Is he chief engineer of the department at Philadelphia?—A. No, sir; he is a chief engineer in the Navy.

Q. Where is he located?—A. He is connected with our office as inspector of coal.

Q. How long has he been here?—A. Only a short time. I think only since February. There has not been much coal purchased since he has been here.

Q. Do you know whether or not there has been more or less complaint of the coal used in the Navy?—A. There has been very little complaint. We had a complaint not a great while ago and with one other case. I do not remember of any occurring for a long time. Not since the coal has been purchased under the present system.

Q. I should judge from what you have said if you had the purchasing of the coal, knowing the qualities of coals in certain mines, that if it was left with you, you could make more advantageous purchases for the Government than the paymaster and inspector does?—A. It is not fair to say that. The inspector is the one who knows the kind of coal that is required for steam purposes. I simply know the kind of coal that I want to use at my house.

By Mr. JONES:

Q. I understand you that the inspector is the judge of the coal?—A. Yes, sir.

Q. You advertise for anthracite coal?—A. Yes, sir.

Q. Do you say to this committee that you know that certain coals are worth 75 cents a ton more than certain other coals from certain other mines?—A. Yes, sir: I am satisfied of that.

Q. Do you say that the purchasing-paymaster of this place or your inspector can judge of that coal until it is used?—A. I think so, sir.

Q. You say that you advertise and there is a schedule price made by the Reading Railroad Company?—A. Yes, sir.

Q. You buy of the lowest bidder?—A. Yes, sir.

Q. Do you say that the inspector of the Government, who is an engineer sent here, can tell the quality of that coal by inspecting it? Do you claim to say that he can tell whether it is economy for the Government to buy a certain coal without knowing the mine it comes from and without having a knowledge of its use?—A. It seems to me that he can see whether it has slate in it. He can see whether the coal is hard, and if he gets it free of slate and gets hard coal, it is all the same thing.

Q. Then why do you say that certain coal from one certain mine is worth 75 cents a ton more than it is from another?—A. Simply because it is better prepared.

Q. You claim, if it is clean and the slate is picked out, the coal from one mine is just as good as another, do you?—A. Yes, sir.

Q. How long have you been connected with the office?—A. Over five years.

Q. What amount of open purchases have you made in your office since that time?—A. I could not form on opinion as to that; they are not regular at all. I suppose that the purchases would run, probably, about 20,000 tons a year altogether. I think the bulk of the purchases have been made by advertisement.

Q. Has the material that is furnished to the yard for the different bureaus been supplied by open purchase or contracts?—A. Both ways.

Q. Which the most?—A. The annual letting is made at the bureau, and the balance is principally with us open purchase.

Q. Do you make them mostly from a few individuals, or do you give everybody a chance?—A. We make them of a number of individuals; we generally inquire around of four or five persons.

Q. Are not the most of your purchases made from two or three parties in this city?—A. Yes, sir.

Q. Why do you purchase from those two or three people?—A. They sell lower than the rest.

Q. Do you give the rest a chance to sell?—A. Yes, sir.

Q. In what way?—A. By sending out an inquiry as to what they will furnish certain goods for.

Q. If you send, don't you get a reply of this kind, that it is not of any use for them to make an offer because they never get a chance?—A. We do occasionally.

Q. Is not that the understanding with some of the merchants, and the general complaint, that it is useless for them to make an offer?—A. I have heard such complaints made.

Q. Can you explain to this committee why two or three men supply this office with all the open purchases in regard to furnishing all sorts of material to the different bureaus of the yard?—A. I cannot, except to say that they urnish it as low or lower than anybody else.

By Mr. BURLEIGH:

Q. Cannot you explain it by saying that Mr. A. G. Cattell speaks a good word in these people's favor to the paymaster?—A. Well, I don't know that; if anything of that kind was done, I never witnessed it.

Q. Don't you think that?—A. I think it is a very natural thing.

Q. Do not you think that is the secret of the whole thing?—A. I think it is a very natural thing for one gentleman to say to another, "If you want such and such a thing, so and so will do right with you." I do it, we all do it.

Q. And you think it is very natural, knowing Mr. Cattell as well as you do, that he should say it of some of the people of whom you buy?—A. I think he would say to Paymaster Russell, something of this sort: "If you want such and such a thing you can get it of such a man; he is a gentleman and will treat you right."

Q. Paymaster Russell would inquire of him?—A. He probably would.

Q. He would be guided by his advice, would he?—A. I think we are all guided by the advice of friends in whom we have confidence.

By Mr. JONES:

Q. Would not he be more likely to buy of anybody whom Mr. Cattell requested him to buy from than from an outsider?—A. I do not believe that Mr. Cattell ever requested him.

Q. Did you ever suspect that Mr. Cattell had any interest in the purchases that were made in your office?—A. I never did.

Q. You think he is above that kind of business?—A. I do, sir; I have known him for thirty years; I consider A. G. Cattell one of the finest men I ever met.

Q. How is it about E. G. Cattell?—A. I don't know so much about him.

Q. Have you not heard that E. G. Cattell has been interested in the open purchases made by these few individuals?—A. Very possibly I have had that intimated to me.

Q. By whom?—A. I cannot name anybody.

By the CHAIRMAN:

Q. Have you ever known any instance in which commissions have been allowed to the paymaster or his clerk, or anybody connected with him, in the purchases made?—A. No, sir; never.

Q. Do you know of any accommodation by loans or gifts or presents?—A. I have had matters presented to me.

Q. By parties who were dealing with the purchasing-paymaster?—A. Yes; I think last Christmas, or in the holiday season at any rate, Captain Stetson sent me a box of cigars. I think one day last year Senator Cattell sent me a sheepshead; he sent one to my neighbor.

Q. Have you ever received presents of more value than you have named?—A. No, sir; they have been things of that sort.

Q. Have any been made to Mr. Russell that you know of?—A. Never, to my knowledge.

Q. Or to any other person connected with the office?—A. Not to my knowledge.

Q. Do you know of any other person connected with the naval service who has received presents or gifts?—A. No, sir.

Q. Do you know of any such presents or gifts being made to the members of families of persons connected with the naval service?—A. No, sir; not at all; nothing of that kind ever occurred about our office to my knowledge.

Q. Or with anybody connected with the naval service?—A. No, sir; I never knew of anything of that sort.

Q. Neither constructors, engineers, or mechanics?—A. No, sir; I never have heard of anything of that nature; I never in my business experience came across such a gentleman as Paymaster Russell is in all his operations in the office. He certainly is the closest buyer with regard to the Government that I ever saw or met.

Q. Were you not appointed to the position which you now hold at the instance of Mr. A. G. Cattell?—A. That I can hardly say. I can relate to you the occurrence. I never sought the position at all. I had an office in a stationery store on Dock street, and Mr. E. G. Cattell came into it about noon one day with Mr. Russell and introduced him to me. We shook hands and talked about the weather, and he turned around to examine something in the cases in the store. After spending some time there they went away. About an hour, or perhaps two hours, afterward Paymaster Russell came into the office, and then said to me that he wanted a clerk, and would like to have me act as such. It took me entirely by surprise. I had no idea of taking it. and said to him that it was something new to me. I asked him if it was not a political office? He said, "No, sir." I told him I did not like political offices. However, the result of that conversation was that I told him I would think it over for a day or two. It rested for a day or two. I did not see Elijah or A. G. Cattell afterward; and I think it was the second day afterward when I saw Mr. Russell and said I would take the position. I made some inquiry as to the nature and character of the business, and became satisfied that it was not a political office.

Q. When Mr. Russell was sent to the yard as inspector of provisions and clothing, did you follow him there?—A. No, sir; I staid with Mr. Fulton.

Q. What was the difficulty in his case about remaining here, if any?—A. I don't know really. I believe it was some little matter that was entirely personal with him.

Q. Was it not that he gave offense to Mr. Noblitt, or Noblitt, Brown, Noblitt & Co.?—A. Not at all. The only thing I heard was that it was some little private matter of his own.

Q. Did he not say to you that he did not like the way things were being done here, or what was required of him?—A. I do not remember that he ever said so.

Q. And that they would have to get another man for the way that they wanted business done here?—A. I never heard him say that, that I remember. The matter, as I understood it, was a private affair or difficulty of his own. Its nature I did not know anything about. He wanted to change, to get away from the city. That is the way in which it was explained to me, at any rate.

Q. Mr. Russell came back and you have continued with him ever since?—A. Yes, sir.

PHILADELPHIA, *April* 14, 1876.

ALFRED HUGG sworn and examined.

By the CHAIRMAN:

Question. As agent or attorney of Benjamin P. Heritage, state whether you ever had for sale a tract of land which was subsequently, as appears by the records of Gloucester County, New Jersey, deeded to the United States; and if so, what was the price demanded by Mr. Heritage for that tract of land, *or at what sum did he hold it?*—Answer. I had it in my hands for sale *about 1872, and was authorized to sell it* for about $20,000.

Q. A sum less than that named as the consideration in the deed to the United States Government?—A. Yes, sir.

Q. Do you know who has the custody of that tract of land now?—A. No, sir.

Q. Whereabouts is it located?—A. It is located at Red Bank, in Gloucester County, New Jersey, opposite League Island. It runs down to the shore opposite League Island. It is sandy land of a poor quality, and is only valuable because of its proximity to League Island.

By Mr. BURLEIGH:

Q. Is it high land?—A. It is very high, on a bluff.

Q. What is the nature of the soil?—A. It is sandy.

Q. Is there any other high land in the vicinity of League Island?—A. Yes, sir; right adjoining this farm there is other high land.

Q. And as near the island as this land is?—A. Yes, sir; immediately opposite.

Q. Is that other land for sale, or has it been in the market?—A. No, sir; I think not.

Adjourned.

PHILADELPHIA, *April* 14, 1876.

JAMES NEILL sworn and examined.

By the CHAIRMAN:

Question. What is your occupation?—Answer. I am a coal miner and dealer.

Q. What is your present firm?—A. Neill & McCrary. The last firm was Hammett, Neill & Co., and the firm before that was Hammett & Neill.

Q. Within the last three or four years you have sold coal to the Navy Department, have you not?—A. Yes, sir.

Q. In large quantities?—A. No, sir; not what we call large quantities; to a retail dealer they would probably appear large, but to a concern which mines 600 tons a day, it would not be so large.

Q. Have you paid any fees or commissions to any one for and on account of these transactions?—A. No, sir.

Q. Have you not paid money to Mr. E. G. Cattell?—A. No commissions.

Q. Have you paid him any sum of money at all?—A. Not as a commission.

Q. Have you contributed to him?—A. I think we gave him a check once of some amount: it was $200, or something of that kind, and was for some special service that he did for us.

Q. No more than that?—A. Not to my recollection. At the time to which you now refer I was not keeping the books, but was doing the out-door business. Mr. Godshell was keeping the books at the time. I know nothing about the special arrangement in reference to some difficulties that we got into with the Government in relation to coal, but I remember Mr. Cattell went to Washington and went to the Navy Department. I do not know of any commissions, as such, that we agreed upon to pay Mr. Cattell.

Q. Is that the only sum of money that you, or either one of your firm, ever have paid him?—A. I do not remember without looking at the books, but Mr. Godshell would be the proper person to call for that purpose. I was absent very much at the time, and know very little about the expense account of the firm. I put my pen to no book during five years, and to very few checks during that time. I remember that Mr. Cattell got a check of some amount, which I cannot now recollect, but we never employed him, or anybody else, as a commission man to sell for the Government. We put in our proposals the same as other people did.

Q. Were all the contracts or agreements which you had with the Navy Department under the annual lettings?—A. No, sir. It may occur to-morrow or Monday that Captain Russell, who is pay-inspector here, will put into the paper, "Proposals received up to such a day, and for so much coal." We then put in our proposals as others do. We have never got any other contracts from the Government in any other way than by proposals.

Q. Have you ever been inquired of before such advertisements, as to the quantity of coal which you had on hand, with a view to ascertaining your capacity or power to make a bid?—A. I have no recollection of anything of the kind.

Q. Have you had no information prior to the advertisement that the Government would want coal?—A. I have no recollection of that at present.

Q. I mean, were you apprised of the fact that the Government would want a certain amount of coal?—A. I have no recollection of that now. We keep as little coal on hand as we can, and depend in filling a contract on the daily production of our colliery, which is pretty large.

Q. You have previously stated in conversation to me that in a number of proposals which you have made to the purchasing-paymaster here, you have observed the fact that the successful party was a bidder underneath you just one cent?—A. Yes, sir; sometimes it has been just one cent. Last year, at the close of the season, we had about 1,000 tons of broken coal that we did not care to carry over, for the reason that we supposed that

tolls would be reduced. I figured and put our price at twenty-five cents a ton below our fall price of coal on board. I thought I would put the proposal in at $4.45; I did so, and somebody else put in $4.44, and we lost it.

Q. Who did that?—A. I think it was John Street & Co. That is my impression, although I have no knowledge of it.

PHILADELPHIA, *April* 12, 1876.

EDWIN A. GASKELL sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of J. W. Gaskell & Son?—Answer. Yes, sir.

Q. How long have you been such member?—A. The firm was formerly Gaskell & Galvin. I was a member of that firm. We dissolved partnership in 1867.

Q. Have you been a member since 1871?—A. Yes, sir.

Q. Since 1871 has your firm been contractors or dealers with the Navy Department?—A. Yes, sir.

Q. What kind of material have you furnished to the Navy Department?—A. Nothing but lumber

Q. Are you enabled to state how much of that has been at the regular annual letting, and how much by what is called open purchase?—A. I should judge the larger portion has been from annual lettings.

Q. How has it been within the last three years?—A. I should say that the larger amount has been from the annual lettings. There has been some cheaper material furnished that would probably aggregate more feet, but in dollars the larger amount has been in the annual letings.

Q. Do I understand you to say it was timber or lumber?—A. It was lumber. We never furnished any timber.

Q. Have you supplied any other navy-yard than the one in Philadelphia?—A. Yes, sir. We have supplied Washington, Norfolk, and New York, but all on the yearly contracts. We never received an open purchase on any other navy-yard than Philadelphia.

Q. During this period of time since 1871, have you paid, or has your firm paid, to any one any fee or commission to secure a contract?—A. No, sir; never a dollar.

Q. What have been the relations of your firm with A. G. Cattell & Co., or either member of said firm?—A. My father and Mr. Cattell have been like brothers for the past twenty-five or thirty years, or as long as I can remember. I was raised in A. G. Cattell & Co.'s store. My first start-out in business was with A. G. Cattell & Co. Mr. A. G. Cattell is to me almost like a second father. The only relationship that I could say would be friendship for both my father and myself. I have never asked anything of Mr. Cattell. Our business with the Navy Department has been entirely on advertisements and on invitations sent to us by the pay-inspector, of which I think I have every one and every reply to him on file in our office.

Q. Was that pay-inspector Mr. Russell?—A. It was Mr. Russell most of the time. Mr. Fulton was here part of the time. He was here only a short time. Mr. Russell was transferred to the bureau of provisions and clothing in the navy-yard at the city here.

Q. Do you know of any presents being made by anybody who was a contractor or dealer with the Navy Department, to any one in the naval service?—A. No, sir; I do not. Mr. Russell's son came to our office one day, and I gave him a few thin boards. He makes these little fancy brackets, having a jig-saw which he works with his feet. It is a minor thing, and the whole value of the lumber that I gave him probably would not amount to a dollar. He is about, I should think, nineteen or twenty years of age.

Q. Do you know of any gifts, gratuity, loan, or accommodation being made by any one who was a contractor or dealer with the Navy Department, to any officer or employé?—A. No, sir; I do not.

Q. Or to Mr. Cattell, or either of them?—A. No, sir.

Q. Do you know that such gifts, accommodations, presents, or anything of that kind have been made to the members of families of officers of the Navy Department, or in the naval service in any way?—A. No, sir; I am not acquainted with any members of the families, except Mr. Cattell's family, and those not very well.

Q. You have no information that any such thing has been done by anybody else?—A. I have not.

Q. Your firm have sometimes exchanged notes, or borrowed notes from Mr. Cattell, and loaned your notes to Mr. Cattell, or Cattell & Co.?—A. Yes, sir; we have done that before my time, and it has been continued on until the present day. We have, as you might say, exchanged notes. If we wanted a note we would send down and get it. And if they wanted a note they would send up and get one of ours. But that has been done for the last twenty years, I suppose.

Q. At any time since 1871 has Mr. A. G. Cattell or E. G. Cattell had any interest, directly or indirectly, in *any of your business*?—A. No, sir; not in any way. Of course the ex-

change of notes would not be called any interest. That is a business affair, which had been going on from long before we ever furnished anything to the Navy Department, and, as I say, for the past twenty years. They pay their notes when they come due, and we pay ours when they come due.

By Mr. BURLEIGH:

Q. In those transactions how does the balance stand to-day? Do they owe you or you owe them?—A. They always do owe us; we very seldom get anything from them.

Q. Have you those notes that you have taken up for them in your possession now?—A. Yes, sir.

Q. To what sum would they amount?—A. Sometimes they go as high as $50,000.

Q. That you have taken up of their notes?—A. No, sir; they would pay their own notes. We gave them our note, and when it came due they would send as a check. Of course, we make all our notes payable at the bank. If it came due to-day, Mr. Warr would send us up a check for the amount.

Q. Have they done so in every instance?—A. Yes, sir?

Q. Is there no note that you have in your possession that you have paid for them?—A. No, sir; never. We never paid one; if we did they never would get another one.

Q. Is there no loan standing on your books to them?—A. No, sir. We have borrowed money of each other, as all business houses might do.

Q. Have you never given them a note that you have taken up yourself?—A. No, sir; nothing but what has been paid by them. They are all accommodations, such as I have spoken of.

Q. You say neither you nor your firm have ever in any way given any commission, or any money whatever, to any of the Cattells?—A. Yes, sir; no money whatever.

By the CHAIRMAN:

Q. Have you ever called upon either one of them to exercise any influence or supposed influence that they had in order to get you a contract?—A. No, sir; not to get us a contract.

Q. To exercise it in what way?—A. I called on Mr. A. G. Cattell in this way: Last year, in the yearly contract for the Philadelphia navy-yard, we were the lowest bidders. I was in Washington when the bids were opened. I supposed, of course, we would be awarded the contract. Time went on and we did not get it—that is, we did not get notice that the contract had been awarded to us. I was anxious to go West and make my purchases, which I generally do in the spring. Father was in Washington. I wrote him asking him to call on Mr. Hanscom, and see if we would get that contract; because I did not want to order the lumber until I knew we would get the contract. He called on Mr. Hanscom, who told him that he did not think, if we were the lowest bidders, that there would be any doubt but what we would get the contract. Afterward he met the Secretary going over to New York, and asked the same thing of him, stating that I was anxious to go West, and wanted to purchase a portion of this lumber if we got the contract. The Secretary replied, "Well, I do not see why you won't get the contract if you are the lowest bidder." He came home and told me of that and I went West and bought the lumber, intending to put it in on a contract. Time went on and the lumber was here, and still we did not get the contract, and one day I saw the Secretary was at the Continental Hotel. I called on Mr. Cattell, and asked him if he would not personally see the Secretary, and know whether we were going to get this contract; that we were the lowest bidders; had the lumber here; and if we did not get it we should be the losers. I told him of our conversation. We got the contract for a portion of that yearly letting at the price we bid. That is all I asked Mr. Cattell to influence for me.

Q. Who got the rest of that contract?—A. It was not given out.

Q. That was for the last year, 1875?—A. For 1875 and 1876. We got a portion only, as I have said. In fact, Mr. Cattell asked me what we had ordered, and I told him. We only got an order from the chief of the bureau for the portion that we had ordered.

By Mr. BURLEIGH:

Q. Did you never ask Mr. Cattell to use his influence in your favor to get you orders from the Department—open purchases?—A. No, sir; we never did. Most all of our business has been on invitations to bid; in competition and on advertisement.

Q. Invitations from the paymaster?—A. Yes, sir. We have not called ourselves Government contractors. We are in the wholesale lumber business.

Q. Do you ever make any presents, or discounts, or anything of that nature, to the paymaster?—A. No, sir; never; and I should feel that I would insult him if I was to do such a thing. I think the paymaster here, so far as practical business is concerned, is the closest buyer I ever knew, and a great deal more so than some in our trade. That has been our experience. We were the lowest bidders in the Boston, Pensacola, and New York yards on several classes, but we never got any orders except this order for class 13, white-pine manufactured lumber,

Q. Do you know whether white-pine plank has not been furnished to these yards by other parties?—A. Yes, sir.

Q. During this fiscal year?—A. Not during 1876.

Q. And has it been furnished in 1875 and 1876?—A. S. P. Brown, of Washington, had furnished quite a considerable amount here in 1875. Mr. Brown was furnishing at the time that I commenced, and I felt that his furnishing was the reason that I did not get the contract, and having been the lowest bidder; and yet, knowing that you are never sure of an order till you get it, I tried three or four times to know whether we would get it or not; and then, feeling satisfied that we would get the order, from being the lowest bidder, I ordered the lumber.

Q. Did you call the attention of the head of the bureau or the Secretary of the Navy to the fact that Mr. Brown was supplying the kind of lumber that you bid for, and for which you were the lowest bidder?—A. No, sir; I did not; because I did not think that Mr. Brown got the contract after my figures had been given Mr. Brown was furnishing on a contract that was undoubtedly given to him previous to the opening of bids for this yearly contract on the first of July.

By Mr. JONES:

Q. Did you come to the conclusion that he was putting in an amount in excess of his contract, instead of you having the contract which you bid for?—A. I felt that he was putting in the same kind of lumber that had been asked for in the yearly contract; and if it had not been for his putting that in we would have received the order without a murmur.

Q. Then you certainly must have come to the conclusion that he was still putting in an amount exceeding his contract to take the place of your contract that you had bid for, if it came in in the fall of 1875?—A. He was putting in at the time considerable other material. This did not all come at once. If you will observe from the advertisement there was a lot of other material, of decking, &c., which we did not furnish, and which was stricken from our order. He was furnishing that all along. So that it took him quite a considerable time to furnish his order. He commenced before we got our order or before we commenced, so that I could not think he got his order in place of us, because he certainly must have had orders to furnish this lumber before we got ours, or before we could have expected to have received ours.

Q. But lots of it came after you had made your bid?—A. Yes, sir.

By Mr. BURLEIGH:

Q. When you put in your bid and found that you were the lowest bidder on contracts for the kind of lumber that you furnished, did you not understand that if your bid was accepted, you were to furnish all the lumber of that kind that they wanted during the year year 1875 and 1876?—A. No, sir; I never understood that.

Q. What, then, does the annual letting mean?—A. I would like to place it in that way if I could understand it so, but I have understood that the annual letting is merely for the amount of lumber that is asked for in that annual letting.

Q. Did you have the privilege to put in the amount of lumber that you bid for?—A. No, sir; all but the decking, about 150,000 feet less than I bid for. I put in all the rest. That was about half the amount that I bid for.

Q. You were the lowest bidder on the decking?—A. Yes, sir; I was the lowest on everything.

Q. Who put in the decking?—A. The decking was put in by S. P. Brown.

Q. What time did he deliver that?—A. He commenced delivering it before we got the order. I think that the reason the decking was stricken off our order was because it had been already contracted for.

By Mr. JONES:

Q. Do you know whether it was by an annual letting or by open purchase?—A. I could not say as to that. I hope I will be understood in this matter of S. P. Brown that Mr. Brown must have received this contract prior to our bids being put in.

By Mr. BURLEIGH:

Q. You have said that you were the lowest bidder at Pensacola, New York, and Boston.—A. Yes, sir; but I do not think those materials were ever furnished there. The order was never given out at all.

By the CHAIRMAN:

Q. Class 23, at New York, black spruce?—A. I had that class at Pensacola, and also at Boston. I did not get that. The contract was never given out.

Q. In the annual report it is marked "class not awarded." If it was furnished at all at either one of those places, all you have to say about it is that you did not furnish it?—A. That is all I can say about it.

PHILADELPHIA, *April* 12, 1876.

JOSEPH W. GASKELL sworn and examined.

By the CHAIRMAN;

Question. Are you the senior of the firm of J. W. Gaskell & Son?—Answer. I am.

Q. Has that firm been dealing with the Navy Department in supplying lumber for a number of years past?—A. It has.

Q. State if, since 1870 and 1871, you or any member of your firm have paid any fees or commissions to anybody in connection with your contracts or agreements with the Navy Department.—A. None that I know of. I do not give the business much of my attention. I am merely the senior partner there, and am away a great deal. I know of nothing of the kind. If it has been done I have never been told of it. There is no account of it on the books that I have ever seen.

Q. Has your attention been called to the value of material furnished to your firm so as to enable you to state the relative amount furnished by your firm under regular annual lettings and that furnished by open purchase?—A. I could not tell you anything about it.

Q. Have you any knowledge of the details of your business since 1871?—A. O, yes: I am there some of the time, but as to giving one figure from a three years' business, I could not state it. My head has become too old and my memory too treacherous for anything of that kind.

Q. Have you furnished large quantities by open purchase?—A. I do not know as to that Personally I do not know of anything that we have ever furnished except what has been on advertised bids. There may have been, although I do not know it.

Q. Have you obtained any contracts or agreements under orders of the bureau?—A. Nothing but yearly contracts.

Q. Have you obtained by orders of the bureau any extension of contracts?—A. No, sir; we have always filled our contracts according to law.

Q. Has the bureau failed to award you contracts in instances where you were the lowest bidder?—A. I do not know that it has. We have generally got the contracts when we were the lowest bidders, I think. I have no recollection of an instance to the contrary.

Q Have you availed yourself of any influence from any outsider with a view of controlling the disposition of any contract or agreement?—A. Not that I know of.

Q. I call your attention to the contract or agreement which you have been filling during the present fiscal year.—A. I think circulars have been sent out, and we have been the lowert bidder; that is my impression.

Q. In class known as class 13, "white-pine plank," you were the lowest bidder during this year?—A. I suppose we were, or we would not have got it.

Q. Did you not go to Washington City, the contract not having been awarded to you for some time, to see about it, with a view of arranging in regard to your business and your son's departure for the West?—A. Certainly I went there when the bids were opened, and found that we were the lowest bidders.

Q. Was the contract awarded to you then?—A. Yes; they told us we could go ahead, and they would send us the order.

Q. Did you not afterward see the Secretary of the Navy in regard to it, stating that it had not been awarded to you?—A. No, sir; not until after it had been awarded to me. I don't know. I might have seen him. I often see him.

Q I observe, upon turning to the official report of the Secretary of the Navy made to the President and the Houses of Congress for this year, upon turning to that class in his report, or the report of the head of the bureau, class 13, "white-plank board."—A. I do not know anything at all about that. I know we put in for the yearly contract, and we were the lowest bidder on certain things. I cannot tell you what they were or anything about it. I went to Washington, or rather stopped on my way from Norfolk to see why they did not send us up the order to put it in. They did not do it for some time. I think I saw Mr. Hanscom, and he said that the reason was, they did not have money to spare yet, and were holding back and did not want us to put it in right away, or something like that. He said, "you will get the order in good time." There was not any trouble about it, or anything of that kind.

Q. How long were you delayed in getting the order to fill your contract?—A. I cannot say about that.

Q. Did you see the Secretary of the Navy in regard to it at all?—A. No, I did not see the Secretary during any of my visits to Washington.

Q. Did you see him away from the city of Washington?—A. I might have met him here.

Q. Did you call his attention to the fact that it had not been ordered?—A. I do not recollect that I did that even.

Q. Did you call upon Mr. Cattell in reference to it at all?—A. No, I do not think I did. I know I never did.

Q. Was your attention called to the fact that Mr. S. P. Brown was delivering the same kind of plank-boards to this navy-yard and you had not received the order?—A. I have no knowledge of Mr. Brown's contracts, or anything about them. I do not know him, and I do not know anything about his business.

Q. Was the navy-yard here being supplied by other parties with that kind?—A. That I do not know. I do not go to the navy-yard once in six months.

Q. You were at Washington when the contracts were opened?—A. Within a day or two afterward.

Q. And you say that you were the lowest bidder?—A. Yes, sir.

Q. You say that the contract had been awarded to you?—A. Yes, sir.

Q. You called on Mr. Hanscom in relation to filling it, and an order to fill it, and he told you that he did not want to do it just then?—A. Well, I don't exactly remember the words. He said that we were the lowest bidders, and of course would get the contract. That was about what he said. The clerk in the office there showed me the bids, and showed me that we were the lowest on the list.

Q. What excuse did he give you?—A. He did not give me any excuse, only that it was not done. I had no idea of losing the contract at all. We supposed that we would get it, of course. We put in our bid, and of course expected to get it if we were the lowest.

Q. Do they not, upon opening the bids, or within a short time afterward, designate who is the successful bidder?—A. Not until they are all figured up to see who is the lowest bidder.

Q. When it is figured up they do award the bids, do they not?—A. I believe so, generally.

Q. How long a time does it take them generally to make the calculation—a week or two, or a month or two, or how long?—A. Sometimes they are pretty slow. It takes a good while sometimes before we get the orders.

Q. The orders follow the award?—A. Always; when they get ready to furnish them.

Q. Do I understand you as meaning to say that the award is not made until the order is issued, or is the award made prior?—A. I suppose the award is made when they are figured up, and they issue the orders when they get ready. It is a thing I never took much part in, and know very little about in any way, but I did stop at Washington. I had been largely interested in lumber at Norfolk, and was down there a great deal; and on my road from Norfolk I stopped several times on account of business in that way.

Q. Do you remember any instance in which the action of the Department was delayed as much as a month after the opening of the bids, in which an award failed to be made?—A. I cannot tell you whether it was delayed a month or six months. I would not undertake to say at all. I know they have been very slow about it sometimes.

Q. Do you know of any gifts, presents, or awards being made by any one connected with contracts or with the supplying branch of the public service, to any officer or employé in the naval service?—A. No, sir; not lately.

Q. Do you know of any such gifts, presents, or awards being made to any of the members of any of the families of such officers or employés?—A. No, sir.

Q. Has A. G. or E. G. Cattell ever in any wise been interested with you in any contracts with the Navy?—A. No, sir; never.

Q. You have paid to neither one of them any fee or commission?—A. No, sir; not that I know of. I do not think we have. I do not think we have ever paid anything. Anything they ever did for us was done through pure friendship. We have been friends for thirty years of the most intimate kind. There never was any agreement or anything of the kind between us. Of course if they had any influence in any matter of business anywhere they would recommend me if they could in any way, no matter where it was, whether it was private or public; but let them do what they would for me, they would not take any pay from me. Our friendship is too strong for that.

By Mr. JONES:

Q. What time did I understand you to say you called on the chief of the bureau to see about your bid on your return from Norfolk?—A. I cannot tell you that, sir. It was shortly after the bids had been opened. I do not think any of them had been awarded.

Q. Did I not understand you to say to the chairman that the chief of the bureau said there would be no doubt but what you would receive your order in time?—A. Yes, sir.

Q. But the reason that he did not give it to you was because they were short of money?—A. He said they did not want us to put it in right away if we wanted money, because the bureau at that time was short of money, and would be, I think he said, until after June.

Q. Your bids are not opened until the first of July?—A. Maybe it was something before that that I have got in my mind erroneously in regard to the money. It might have been on some other occasion that he said that. If it was not opened until July we had this order sent, and furnished the lumber in August, I think.

Q. Have you furnished the whole of the last order you got?—A. Yes, sir; I think so. I have not heard anything to the contrary. As I say, I am not very faithful to our affairs there. I could not say.

PHILADELPHIA, *April* 15, 1876.

CLARK MERCHANT sworn and examined.

By the CHAIRMAN:

Question. Have you ever had any contracts or dealings with the Navy Department?—Answer. Yes, sir; I have, with the navy-yard here, and once only with the bureau at the Navy Department.

Q. What species of property did you sell to the Government?—A. I am in the metal business—general supplies, tins, leads, spelters, copper, &c.

Q. Did you ever pay any fee or commission to any person to secure a contract for you?—A. No, sir; I will commence by saying that I have been an officer of the Navy myself for thirteen years, having entered in 1852 and resigning in 1865; I was a line officer in the Navy and a graduate of Annapolis.

Q. Do you know of fees or commissions being paid to anybody?—A. I do not; we have had very little to do with the navy-yard, in fact, except upon two or three occasions within the last three or four years. We have never been allowed to have anything to do with them in the way of furnishing supplies.

Q. Why?—A. That is a question I cannot answer.

Q. Has your attention been called to the coal contracts made with the Government by different parties?—A. When I first started in business here in 1865, I was connected with the shipping business; I went in with my brother; I was then chartering vessels through him for the Pacific Mail Steamship Company, and shipped all their coal from here to San Francisco I naturally bid for the Government vessels at that time and took a good many contracts. That was when the coal business here was under the charge of Commodore Adams an Captain Truxton. Of course, all brokers had information in such cases, and we used to go in and furnish the vessels, and had to name them to the commodore together with the rate of reight from here to Mare Island navy-yard; we furnished a number of vessels while Commodore Adams and Captain Truxton were in office; they were stationed in Walnut street, it being a special department for the shipment of coal. That was afterward given up and went into the paymaster's office here. I was in that business up until 1870; I then gradually got into the metal business. Since then we have been furnishing some supplies to the Government, but with two or three exceptions nothing to speak of.

Q. State the mode and manner of the contracts being made for the shipment of coal from this point to the various navy-yards of the United States, and if it is done as it was formerly done.—A. No. sir; it is not, as I understand, although I am not speaking of my own knowledge. The shipments of coal of late have been given to the firm of D. S. Stetson & Co. I do not know what the arrangement is; I only know that I observe in the newspapers that they have cleared and loaded coal for the Government. I think three years ago Paymaster Russell came to my office and stated that he wanted to ship some coal to Key West. I wrote to my brother who was in the business, but I do not think he got the bid. I do not know anything about that coal business since 1870, and I have no personal knowledge of the mode or manner in which it has been done since that time.

Q. Where can this committee obtain information upon that point?—A. From D. S. Stetson & Co.

Q. From whom else?—A. From different brokers; for instance, Workman & Co., and S. H. Gregg & Sons. All of us used to compete and bid for the Government coal while I was in the shipping business. It is a very important item in the case of a vessel carrying 1,200 or 1,500 tons for the Government. I have known the time when my commissions have been $1,500 for obtaining a charter. We were not allowed in those days to take a bid from the Government on speculation and then take the vessel, but were obliged to state where the vessel was, how many tons she carried, and whether she was an American vessel. She must rate first class and was to carry for so much a ton.

Q. The vessel paid the commission?—A. Yes, sir; of 5 per cent.

Q. The only interest the Government had in it was getting the lowest rate of freight?—A. Yes, sir; and they did. At that time the Government got contracts to have coal carried to San Francisco much cheaper than private individuals could do it, because there was so much competition in Boston, New York, and in fact all over the United States. We used to keep the run of vessels all over the country in the different ports, and telegraph their owners when necessity required.

Q. Do you remember what the freights then were?—A. I could not state now. My impression is that they used to be fifteen to seventeen to twenty dollars a ton, and I think as high as twenty dollars a ton was paid at that time.

PHILADELPHIA, *April* 19, 187[illegible]

JOHN STREET, Jr., sworn and examined.

By the CHAIRMAN:

Question. Have you ever had any contract or agreement with the Navy Department or any of its agents, for the delivery of coal?—Answer. I have.

Q. To what extent?—A. I cannot give you the exact number of tons. It would vary from 17,000 to 20,000 tons in the course of a couple of years.

Q. Your relations have been entirely within the last two years?—A. Perhaps three years would cover the time. Last year they were more extensive than they were the year before.

Q. What commission have you been paying to Mr. E. G. Cattell?—A. Not a cent.

Q. Have you paid no commission to any one?—A. No, sir; I do not know Mr. E. G. Cattell in the matter.

Q. With whom have your contracts or agreements been made?—A. By proposals advertised in the paper; put in on such and such days before 1 o'clock, and sealed proposals opened at Paymaster Russell's office.

Q. Do you remember for what bureaus that coal was furnished?—A. In one case it was for the equipment bureau at the Philadelphia navy-yard. I think most of it in fact was for the equipment bureau.

Q. Have you made no agreement or contract save and except upon regular advertisement?—A. Upon nothing but regular advertisement.

Q. And those were made with the purchasing-paymaster here?—A. Yes, sir, and they were upon proposals at the opening of which all were present, and the lowest bidder took the contract. In cases of immediate want he would send around to a half dozen, the Philadelphia and Reading Coal and Iron Company for instance, and such establishments as those, saying that he would receive our propositions.

By Mr. HARRIS:

Q. I understand that the bids are always opened in the presence of all the parties?—A. Yes, sir.

Q. Have you personally attended to that yourself?—A. Yes, sir.

Q. Are you a producer of coal?—A. We advance money to the collieries in the fall of the year, and then take the production of their collieries during the coming season, selling for them on commission guaranteed.

Q. Have you had the assistance of anybody to obtain contracts?—A. No, sir.

Q. Has any favor been granted by you or your firm to any officer of the Navy?—A. No, sir.

Q. Has Mr. Russell asked any favor or accommodations from you?—A. No, sir, quite to the contrary. He always goes down to the very last penny.

Q. Has he asked no personal favor or accommodation from you?—A. No, sir.

Q. Have you made any presents in any form to anybody connected with the Navy Department?—A. No, sir.

Q. You do not know Mr. Cattell?—A. No, sir; I know him in business, but that is all.

Q. Has he ever suggested to you that he might aid you?—A. No, sir.

Q. Has he ever approached you on that subject?—A. No, sir; he never has been to our place of business.

Q. I suppose your business is a very large one. A. Yes, we do from 75,000 to 100,000 tons a year.

By the CHAIRMAN:

Q. Have you any arrangement with Mr. Del Noblitt?—A. Not at all.

Q. Do you make any deduction in your bills rendered?—A. No, sir, not a penny.

By Mr. BURLEIGH:

Q. Is any of your coal shipped to the Pacific coast for the Government?—A. Under our contract last year we sent 2,000 tons to Rio and 1,000 tons to Pichilique.

Q. Do you know of any fraud or abuse in connection with the naval service in any way?—A. I do not.

Q. Or on the part of any of its officers?—A. Not the slightest; business has been done with us more strictly than it has been done with other business contracts with furnaces along the road. I think last year we furnished more coal to the Navy Department than anybody else. We furnished it at $4.45 a ton, and even in the matter of lightering Mr. Russell would not allow us more than 10 cents a ton for lighterage, while it cost us 15 cents a ton o lighter it alongside the ship.

PHILADELPHIA, *April* 19, 1876.

ALFRED C. HARMER sworn and examined.

By the CHAIRMAN:

Question. Have you had any relation with the Navy Department as a contractor in any way?—Answer. Yes, sir. The firm of which I am a member, Black, Harmer & Co., has sold to the United States Government 175 tons of coal. I think that is the total amount.

Q. At what time was that?—A. Covering a period of, I think, the last two months.

Q. You were at one time a representative in the United States Congress, of one of the districts in the city of Philadelphia?—A. I had that honor, sir.

Q. State how and in what manner, if the fact was that way, you were entitled or claimed the right to designate parties to be employed in the navy-yard.—A. Allow me to state that I never claimed that as a right, and never endeavored to exercise a right or claim a right of that character. Like all members of Congress who are candidates, and like those who are not members of Congress, I solicited favors from time to time from the officers at the navy-yard, in the way of asking for employment for people in my own district. I always did that, not only to that department but to all the departments. I always felt that it was one of my duties to look after the people in my district who were out of employment. I did what most candidates would do, paid special attention to men who were of my own party, but not to the exclusion of men of the other party. I have devoted much time to getting employment for people in my district, not only in the navy-yard but at other places, on railroads and wherever appointments were being made.

Q. Were you acquainted with the fact, if such is the fact, that laborers were distributed, in proportion named, among the several congressional districts lying near to the navy-yard?—A. My impression is that the men employed by the Philadelphia navy-yard were largely from the lower districts, they being adjacent and adjoining the property of the navy-yard. I think the discrimination was always largely in favor of that section of the city. I take that from rumor and hearsay. The men who were in the yard from my own district very frequently said to me, that a very large number were employed from the down-town districts. I believe that to have been the fact.

Q. Was not the claim put forward or recognized that the district which you represented was entitled say to a given number or a given proportion?—A. I shall be very happy to answer that question. When I was first elected to Congress, I ascertained the fact that the district that I represented had but very few men employed at the Philadelphia navy-yard. My impression is that a dozen men would have covered the entire number. I presented the fact to the Secretary of the Navy that there had been a discrimination against this district. It was partly made up of Bucks County. Some parties claimed that countrymen had no right to employment in the yard; that it belonged to the city of Philadelphia, &c. I stated that fact to the Secretary of the Navy, and said that I knew no reason why that district should not have a fair proportion of the men to be employed in the Philadelphia navy-yard. He said, "I agree with you on that point, and your district shall be represented fairly in the employment of men there." Those are the facts of the case.

Q. Do you know whether he issued any order in regard to it?—A. I do not know whether or not he issued an order to that effect, but the fact is it was understood at the yard that the district should have a fair number, if not a proportionate number of people employed at the Philadelphia navy-yard. That might have been sent in the shape of an order. I cannot state positively on that point.

Q. Do you remember whether, in making that arrangement, the congressional district in the State of New Jersey represented, say, by Mr. Hazelton, was to be equally recognized with the districts here in the city?—A. I cannot answer that question directly. I will say this, however, I had several conversations with Mr. Hazelton upon this very question, and I think he complained that his district was not fairly represented, but I do not think that there was ever any arrangement made between Mr. Hazelton and myself to secure an order. I had conversations with him on the subject as well as a conversation with all the members from the city of Philadelphia. I called on the members from the city and said to them that I thought there was an unfair division of the employment of the men from the different districts of the city. Of course they did not join very heartily in a movement that would take from their districts and give to us. It was a general conversation.

Q. Were you not, from time to time, notified, by the officers who were in charge of the navy-yard, that they would require laborers?—A. No; I do not think that I ever received what might be termed a notice. Following my statement to the Secretary of the Navy, I made it my business to call often at the Philadelphia navy-yard, and to inquire whether men were to be put in. I would learn at times from them that the force was about to be increased. I may have written letters when an increase, say of 600 men was to be made, or any other number in fact, stating "500 men are to be put on, and there are five districts; my district is entitled to 100 of those men." I may have written such letters and made such claim. I think it is very probable that I did, because I worked very hard to get for my district a fair share of the patronage.

Q. I mean this: Calling your attention particularly to a notice sent around, if such was the fact, by Commander Mullaney, that he needed thirty boiler-makers, do you remember receiving any such notice?—A. No, sir; I have no recollection. My impression is that I received none because I never had any particular status in that department of the yard. First, because I did not ordinarily seek it; and next, because I had not many boiler-makers in my district.

Q. Did you receive any notices of that kind from other branches of the yard?—A. Not unless in answer to an inquiry of my own. I may have made inquiries in writing, although I do not know it. I have no distinct recollection. If I had I would be free to name the fact.

Q. Was there any increase in the number of employés made about election times?—A. Yes, I think that has been the practice in Philadelphia ever since I have had a recollection of the Philadelphia navy-yard.

Q. Was that so in the year 1870 or 1871 or 1872?—A. Yes; it has always been so to my recollection, since I have had any knowledge of the navy-yard here. Whether it was from the fact that following the appropriations men were employed from year to year, I do not know, but it is my impression that the force is always increased following the appropriations of July and running toward the winter. I think that has always been the practice.

By the CHAIRMAN:

Q. Under date of November 14, 1873, I find the following letter:

"Hon. A. C HARMER, M. C.,
"806 *Walnut street, Philadelphia:*

"SIR: We are greatly in need of about thirty boiler-makers to complete the work in hand on the Canandaigua. I should be very much obliged if you would aid me in obtaining the requisite number. I want men more especially to work upon this ship at night, as the Department is very anxious to complete her repairs.

"Very respectfully,

"J. R. MULLANEY,
"*Commandant.*"

He was commandant of this yard at that time?—A. Yes, sir.

Q. A similar letter, I observe, is addressed on the same day to the Hon. Charles O'Neill, M. C., and also to Hon. Leonard Myers, M. C., also to Hon. John W. Hazelton, M. C., and Hon. W. D. Kelley, M. C. Who were these gentlemen?—A. They were then members of the Forty-second Congress.

Q. Did Mr. Randall have any show about this time?—A. I do not know whether he did or not. I believe that his district, from what I heard from the workmen here, was always fairly represented in the number of men employed.

Q. Do you know whether it was done upon his recommendation or not?—A. That I do not.

Q. Were these recommendations given upon political considerations?—A. I never, in recommending men for employment, allowed that to enter into the question of my recommendation to the officers at the yard. I always recommended them as men worthy of employment, but never stated the fact that they were republicans or democrats. I would say in addition to that that there were always complaints in my district that I would recommend democrats for employment. There was a general complaint to that effect. Upon that point I was never thin-skinned.

Q. Do you know of any abuse or fraud connected with the naval service at this point or any other?—A. I do not. I have no knowledge of anything of that kind in any shape or form.

Q. Have you any knowledge or information, the source of which is available to the committee, of any fees, commissions, rewards, gifts, or gratuities being received by any one connected with the naval service?—A. I have not in any shape or form. Common rumor we hear, of course, but nothing that I dare repeat as a fact or anything of which I have any knowledge whatever; neither have I information that I deem reliable in that regard. I will say that there was a general desire in Philadelphia to secure League Island as a general naval station, and following that the necessity of removing the yard from the old point seemed to be in the minds of everybody here. The entire community, I think, irrespective of party, was anxious that that should be done. I don't think there is a doubt upon that point. I have no particular part in it except to join in the general desire, which seemed to prevail all over the city, that League Island should be a great naval station, which it could not be until the old Philadelphia yard was abandoned. I have said heretofore that I was a member of a firm which sold to the Government 175 tons of coal. I wish it to be understood that I was not a member of Congress when that coal was sold to the Government by my firm. It was sold to the paymaster here. The paymaster addressed a letter to our firm, and I do not know how many more, but I imagine to several others, asking the lowest price we could furnish coal delivered; I think once on board of a vessel and once at the island. We answered the communication giving him the price. It was sold close; we did not make 2 per cent. on it. That is all the business we have done with the Government.

By Mr. BURLEIGH:

Q. Do you believe that the United States Government would be justified in building up a navy-yard at League Island at a cost of $50,000,000?—A. I have thought long since that League Island was the best place in America for a great naval station.

Q. Has not your city pride probably influenced you in that belief?—A. I have considered the question aside from that point of view. We have fresh water there; it is at the mouth of two rivers; it is not very far from the bay, and I have always looked upon it as a favorable point, irrespective of any preference which I might have for seeing the station located at Philadelphia. Of course we are all influenced, to a certain extent, by what will most directly promote our own section of the country. That is a general feeling, and I partake of it to the same extent probably that other gentlemen are influenced in regard to their sections.

Q. Do you remember ever to have had a contract or agreement with the Bureau o
ment?—A. I do not.

Q. Or the Bureau of Construction?—A. No, sir.

Q. You were a successful bidder on your proposals to the Bureau of Yards and D
A. We were last year.

Q. State the quantity furnished by you, and the rate per ton?—A. Three hund
were delivered to the Philadelphia navy-yard, and 1,000 tons to the Brooklyn na

Q. At what rate per ton?—A. At $5.19 to the Philadelphia navy-yard, and $5.5
Brooklyn navy-yard.

Q. Has your firm ever been invited to make any proposals to other bureaus?—A
my knowledge.

Q. Have you been invited to make proposals to the purchasing-paymaster at thi
—A. Not to my knowledge.

Q. During this time, if you have any knowledge or information upon the point, w
been the fortunate parties in the city of Philadelphia in supplying the Navy Departn
A. I really do not know that I can answer that question by saying who are the f
parties. I have understood that there were three or four parties in Philadelphia w
supplied coal to the Government. To what extent or to what particular value, I an
to say.

Q. Who are those parties?—A. I think Street & Co. have supplied more or less.
understood so, and that is all I know about it. If I am confined as to what I actuall
myself of those people, I could not give you a single name that is not mere rumor.
no personal knowledge of the fact.

Q. Have you paid any fees or commissions to any one to secure a contract for yo
—A. Not to the extent of one farthing, neither directly nor indirectly.

Q. Your firm has only done business with the Navy Department in the manner i
already in your statement?—A. Yes, sir; that is, to the best of my knowledge.

Q. Are you a dealer in anthracite coal?—A. No, sir; I am a producer from my o
erty of semi-bituminous coal, used principally for manufacturing purposes and in
measure for steam purposes, but not with the Government of the United States. Th
fine their consumption entirely to anthracite for that object.

By Mr. BURLEIGH:

Q. Who are the parties who furnish the Government with the most anthracite coa
knowledge?—A. I have heard that several persons have done so, although I cannot
they have.

Q. Who are the principal parties of whom you have heard?—A. I understood t
Gowan, president of the Reading Railroad Company, had furnished some to the
ment. I think he told me that himself. Street & Co., I have understood, also f
coal. Also a party named Scott & Brother, and I have heard that Neal & McCra
plied coal to the Government.

Q. State if, at any time, any person who bought rope of any description from you for the Navy indicated or suggested a change in the bill when it was made?—A. No, sir; all the goods we ever supplied to the navy-yard came through direct requisition from the commandant of the navy-yard, through the Navy pay-agent.

Q. After the bill was made was there any suggestion to alter the price or the amount?—A. No, sir; we would not listen to anything of that kind.

Q. My information was to the point that probably at one time it had been done, and that you had resisted it—that you informed the party that you were not that kind of men.—A. No, sir; not to my knowledge. No intimation of that kind was ever made to us, to my knowledge. We never sought the navy-yard trade in the first place; we had enough legitimate trade of our own without stooping to anything of that kind.

Q. Have you furnished or supplied parties who themselves supplied the Navy?—A. Not that I know of. All the goods that we ever supplied the navy-yard went from us direct.

Q. You supplied no contractor with any?—A. No, sir. I have brought up here a statement of all that we have supplied to the navy-yard in the last five years. For 1870, $259.69; 1871, $376.08; 1872, $541.31; 1873, $1,905.14; 1874, $656.53; 1875, $2,109.72. We have furnished none this year. The sum total is $5,848.47, all furnished from the 1st of January, 1870, up to this time.

By Mr. BURLEIGH:

Q. Previous to that time had it been your custom to supply stores to the Navy?—A. Not a great deal.

Q. You never have been large contractors, then?—No, sir; our trade is generally with merchants. They are furnished on requisitions made through the Navy pay-agents, and a great deal of it has gone down to the navy-yard at League Island for fitting.

By the CHAIRMAN:

Q. You paid no commissions or fees to any person in order to secure it?—A. No, sir; that is not the style of our house. We have enough legitimate trade without stooping to anything of that kind. We allow one-half per cent. if they pay within thirty days.

Q. Did you ever allow that one-half per cent. to the navy-yard?—A. No, sir; they owe us a bill now since last October. I think they only pay when they have an appropriation.

PHILADELPHIA, *April* 11, 1876.

SAMUEL C. COOK affirmed and examined.

By Mr. HARRIS:

Question. What is your profession?—Answer. Auctioneer and commission merchant.

Q. Have you been in the habit for some years past of selling goods for the Government at the navy-yard?—A. Yes, sir; I have done so for twenty-five years.

Q. Is that a catalogue of yours? [Handing catalogue to the witness advertising goods to be sold at the Philadelphia navy-yard on the 19th of November, 1875, at 10 o'clock.]—A. Yes, sir,

Q. Do you remember making that sale?—A. I was present when it was made; I did not make it myself.

Q. Who acted as the auctioneer?—A. Mr. John Powell, who was in my employ.

Q. It was made under your direction, you being present?—A. Yes, sir.

Q. Have you any memoranda of that sale here?—A. I have a catalogue, but it is at the store. We always keep them with our private memoranda.

Q. Do you remember the circumstances and particulars of that sale?—A. No, sir; I do not; but I can remember from the catalogue.

Q. Do you remember at that time selling a lot of knees?—A. I remember they were sold.

Q. Were they on the catalogue?—A. They were not on the printed catalogue. The catalogue was handed to me to be sold. I received my instructions always from the yard on the morning of the sale. It is frequently the custom to place articles on the catalogue between the time that it is made out and the time of the sale. We sometimes get the catalogue ten days before the sale, and these articles are sometimes placed on it after that.

Q. Were they placed on the catalogue which was distributed among the men present at the sale?—A. No, sir; they were not.

Q. Then, at some period of the sale, you announced from your catalogue that the things would be sold?—A. Yes, sir.

Q. Do you remember whether these things were sold before or after the articles named in the printed catalogue?—A. I think afterward. I think they were put in at the end of the sale, as they usually are. Anything not in the catalogue is usually put in at the end of the sale.

Q. Do you know by whose direction they were put in?—A. I do not.

Q. You caused them to be sold?—A. Yes, sir.

Q. Do you know how many there were in number?—A. No, sir.

Q. Do you remember going to the pile and selling them?—A. Mr. Powell remembers about it. I was not there when they were sold.

Q. Do you remember any sales being made to Nathaniel McKay?—A. Yes, sir; well.

Q. Can you take the catalogue and tell us what he bought?—A. I could not. My book will show all that, if you desire it. I can give you the original entry that was taken down at the time of the sale, and also can give you, as a witness, the auctioneer, Mr. Powell, who made the sale. Those knees were added. We always lumped in advertising all auction-sales and never enumerated every article that is mentioned in the catalogue. It would make the expense so fearful. We have advertised for three or four weeks. About three weeks is our usual time. Two insertions a week for three weeks is the usual time. The departments send on word to include certain articles in the sale, and that may reach us after the catalogue has been issued. It was not at all unusual to add articles after the advertisements were made.

By the CHAIRMAN:

Q. Was that generally for any large amount?—A. No, sir; they were nearly all articles of small amount. The commodore of the yard perhaps would say that such a department had got through their survey, and these things had been surveyed after our catalogue was out.

By Mr. HARRIS:

Q. I observe here that you advertised 20,000 pounds of old composition. Do you know who bought it?—A. My books will tell you that. Every item is down in the book of original entry.

Q. Do you know the extent to which Mr. McKay has been a bidder in this yard, at Philadelphia?—A. He has been buying at all of our sales for some time past.

Q. For how long?—A. I remember his buying there for several years in sales that I have conducted myself.

Q. What other prominent heavy buyers have there been?—A. Alexander Purvis & Son are very much larger buyers than McKay.

Q. Has John Roach ever been a purchaser?—A. No, sir; I don't remember ever selling a dollar's worth to him. Purvis & Son buy very largely and others also do the same. Purvis has bought largely for years.

Q. Were not the sales at the navy-yard during 1875, say in the fall of 1875, much larger than usual?—A. We made two sales in that year with a view of getting the yard clear. After the war I sold a very large number of vessels.

Q. I mean whether or not the sales of material during the fall of 1875 were not much larger than before?—A. No, sir; I think not.

Q. Was the material mostly old?—A. As far as I could judge. I am not an examiner of these goods. They give me my cues and I act on them as I do with any cargoes of goods in any other branch of the trade.

Q. Do you know whether sales made in the fall of 1875 were at ordinary prices?—A. I think all the sales that were made were well sold, but still I could not see everything. We always felt that we were making very satisfactory sales during the fall of 1875.

Q. Do you know of any combination at those sales?—A. I do not. I know that at many of our sales, with this same class of men, outside of the yard, there are combinations which I have had to fight ever since I have been in the trade.

Q. Do you know of any last year?—A. I do not.

Q. You would be likely to know it?—A. Sometimes and sometimes not. They are not likely to let me know those things, because I break them whenever I can.

Q. You have had a large experience, and are able to offer an opinion on that subject.—A. O, yes; whenever I know it I act on it immediately. I have been in the auction business since 1836, so that I have had a pretty large experience in that business, and in this line of it

By Mr. BURLEIGH:

Q. You have no means of knowing, but suspicion?—A. That is about all, sir. I could sometimes tell by the bids.

By Mr. HARRIS:

Q. You would know if a certain bidder who generally bids on such articles, was standing back and not bidding at all?—A. Yes, sir; that is the way we do tell; in such cases we imagine something wrong, of course.

Q. Have you come into personal contact with Mr. McKay?—A. Very frequently, sir.

Q. Do you know of his making any effort to control the sales, or manage the buyers or the auctioneers?—A. I was always glad to see him at a sale, because I thought he did break up the rings; that was exactly the opinion I formed of him. I thought he was the best man I could have at a sale, because he was against the rings.

Q. He was a little reckless in his bidding?—A. Yes, sir; when he made up his mind to have it.

By Mr. BURLEIGH:

Q. Did you or not suspect a ring in this matter?—A. Not at all; I had not the slightest suspicion of a ring. I thought McKay was the best man I could have at the sale, because he was against our usual combination of rings that we had outside, and I was glad to get a man like him to break them up. I felt, when he was there, that I would have a man to fight these men who were fighting me outside.

By the CHAIRMAN:

Q. You know Seyfert, McManus & Co.?—A. Yes, sir; I have sold them large quantities of goods.

Q. They were bidders at your sales?—A. Yes; oftentimes.

Q. Were they bidders on the occasion of this sale?—A. I could not answer that question. Mr. Powell attended more particularly than I did.

Q. If they were not bidders on that day of sale would you regard that as suspicious or proof of the formation of a ring?—A. No, sir; because there were many sales at which they did not buy at all.

Q. This sale included articles in which they were dealers?—A. Yes, sir; and I mean in articles in which they were dealers. There were sales which I have known them not to be at at all. They may have been present through their agents, but that I could not tell, of course. I have known many sales where I did not recognize their presence.

Q. Do you remember whether on the day of this sale or any of the sales made at the navy-yard during the removal of property from it, any bar-iron was sold?—A. No, sir; I could not tell you that. My books will show that. We might have had a pile of iron; and a lot of bar-iron might be included in a pile of scrap; that I could not tell. We never see the goods; they are all lotted and put into shape by the officers of the yard. These goods are always arranged by the officers in the yard, and the list is furnished to us from which I make the catalogue. I never see the goods until I get on to a pile to sell them. I have no more knowledge of what is in that pile, except from the description which I have on the catalogue, than if I was not in the yard. I never look and never judge of the quality; that is not my business; I am merely there selling the goods.

Q. During the progress of these sales and the removal of the property there, so far as you had any knowledge of business being done at the navy-yard, do you know of any impropriety or irregularity of any kind?—A. Not at all. After we make our sale we make out the bills from the quantities that they gave us there. We leave the yard with the bills. The money is paid into the yard and not to us; and we know nothing further until they make the return and say that there has been that much more or that much less.

By Mr. BURLEIGH:

Q. You say that you were very glad to see McKay at sales?—A. Yes, sir.

Q. You have knocked down certain goods to McKay that Seyfert & McManus deal in, and these goods having been taken from the place where they were sold, to Seyfert & McManus's store-house and put into their possession, would you mistrust that they had something to do with the purchase?—A. I certainly should.

Q. Do you not know that that was the case in this very matter?—A. I do not. I have no knowledge at all of anything of that kind.

Q. Do not you know that the scrap-iron and iron of this kind that McKay bid off was taken charge of by Seyfert & McManus?—A. No, sir; I have not the slightest idea of what became of these goods after I sold them. We do not deliver at all; we have no knowledge of that. They deliver from the yard themselves. Therefore I never can follow and see where goods go to. I never had any suspicion about McKay having a ring. It would not be likely that I should have suspicion, because I always felt that he was a good man for me.

Q. If you had learned that fact that the goods had gone to Seyfert & McManus, you would have had suspicion, would you not?—A. Yes, sir; of course I should.

By the CHAIRMAN:

Q. Do you know a man named Reynolds?—A. No, sir.

PHILADELPHIA, *April* 12, 1876.

JOHN W. POWELL sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am an auctioneer.

Q. Are you connected in business with Mr. Cooke?—A. Yes, sir; I am not a full partner. I have an interest in the business.

Q. Both in the commission and in the auction business?—A. Yes, sir.

Q. Have you acted as auctioneer at any sales at the Government navy-yard in Philadelphia?—A. *Yes, sir.*

Q. During the year 1875?—A. Yes, sir.

Q. Can you readily turn to the record of such sales in your books? And if so please state the first auction sale of that year shown by those books.—A. In 1875, February 5 was the first date.

Q. Did you make any sale to Nathaniel McKay at that time?—A. I don't think his name appears on my record.

Q. I find on May 17, 1875, you sold a large amount of ordnance. Mr. McKay was not a buyer there I observe from your book?—A. No, sir; I do not think he was.

Q. I find on the 27th day of October, 1875, in the sale of material of the yards and docks Mr. McKay became a purchaser. Please turn to your account and state what he purchased and the price paid.—A. The first was lot 32, ordnance department, thimbles $\frac{1}{8}$ of a cent a pound, $2.94; weight 336 pounds; lot 37, haversacks, bags, &c., $8; lot 52, thimbles 5,255 pounds, at $\frac{1}{8}$ of a cent, $45.98; lot 47, 6 tons wrought iron, more or less; shot tongs, iron compressors, &c., 20,388 pounds, $1\frac{5}{8}$ cents, $331.30; lot 49, 1 ton of cast iron more or less, (2,300 pounds;) we charged originally 2,240 pounds, but in delivering them found it was over that, $\frac{1}{8}$ cent a pound, $20.13; lot 50, 835 grape-stands, cast iron, weight 12,930 pounds, at $\frac{8}{10}$ cent a pound, $103.44; lot 51, 103,000 pounds cannister balls, more or less; cast iron 164 218 pounds, at $\frac{9}{10}$ cent, $937.96; lot 24, three old boilers, formerly on sectional dock, $520 for the lot; lot $28\frac{1}{2}$, which will not be found in the catalogue, because it was interlined, was a lot of old tin that they found there, and they told us to make a half lot of it between 28 and 29. It brought $13. Those are all the sales made to him.

Q. Turn to the sale of November 19, 1875, and state what articles, if any. you sold to Nathaniel McKay.—A. Friday, November 19, 1875, lot 3, under the steam-engineering, 20 tons scrap wrought iron, (it turned out to be 33 tons,) at $22.50 a ton, $742.50; lot 8, 3,000 feet of iron boiler-tubes, 39,437 pounds, at $2\frac{4}{5}$ cents a pound, $1,084.51.

By Mr. BURLEIGH:

Q. Do you know anything about the size of those tubes?—A. I cannot say as to that. I recollect seeing them. They were probably 5 or 6 inches in diameter.

Q. Had they been used?—A. They appeared as if they had been used. The next is lot 14, bearings and other portions of the Nebraska engines, not before enumerated, $400 for the lot. These were not sold by weight. Lot 15, two marine boilers, iron tubes, estimated weight 25 tons each, $19 a ton, $950. Lot 16, two marine boilers, composition tubes, estimated weight 40 tons each, 80 tons for the two, at $46 a ton, $3,680. I have here lot $58\frac{1}{2}$ in the book, which is not on the catalogue.

Q. I notice upon this catalogue, which you say is the one from which you sold, written in pencil at the bottom of the last or third page, "Lot of knees, construction, $110."—A. Yes, that is a memorandum that I made.

Q. That lot was not advertised in your printed advertisement?—A. Not that I know of; I cannot recollect.

Q. Do you know by whose authority you put that lot of knees on the catalogue?—A. Yes, sir; by authority of one of the gentlemen from the Bureau of Construction.

Q. What was his name?—A. I cannot recollect now. I knew it at the time, for I went to the office and asked for him.

Q. Do you know the officers of the yard?—A. There are a great many of them. From each one of these departments there is always an officer and a clerk, generally an officer and a clerk, accompanying us around.

Q. Was Mr. Edward Hart the man who ordered it?—A. I cannot recollect whether he was the man. I went to the office and asked for somebody to go down and show me where these knees were, saying that I was ready to sell them then; and one of the gentlemen came down from the office and pointed out the lot. I heard his name at that time, but did not pay any attention to it, because I didn't happen to know him.

Q. State, if you please, what announcement you made when you put the knees up.—A. I told them that that was the lot of knees that was to be sold. Some of the people there knew that they were to be sold, because one or two asked me when they were going to sell them; and I told them when I came to them in the catalogue.

Q. Before reaching them, or early in the sale, did you announce that you were going to sell the knees?—A. I did not announce publicly, but it was understood that they were to be sold; that is, I judged that it was understood from what those two or three said to me.

Q. Do you know whether you sold the knees in the pile or knees in sight?—A. No, sir: it was a pile squared up. They were piled two and two to make a square pile, and that was the pile I sold.

Q. Not only piled inside, but square corners?—A It was a square hollow.

Q. Was there anything said about any knees lying about the yard being included in that sale?—A. No, sir.

Q. You put them up?—A. I put up merely the pile of knees that was there.

Q. How many bidders had you?—A. I put them up as I put all the other lots up. There was no bid, until somebody started them at $100. I cried over them as usual, and then I was just about knocking them down for $100, when McKay bid $10 more: then there was not another bid afterward, and they were knocked down to him.

Q. Was McKay there when you commenced to sell them?—A. Yes, sir; he was there throughout all the sale.

Q. He was there at the pile of knees when you commenced the sale?—A. We all adjourned over to the pile of knees, because where we had been selling before was in a different part of the yard.

Q. You announced before going over there that you were going over to sell a pile of knees?—A. Yes, sir; and he followed me over.

By Mr. HARRIS:

Q. Do you know whether McKay was at that moment with the crowd, or whether he came afterward?—A. He was with the crowd, to the best of my recollection. He was all through the sale, and I think he was in the crowd when we went over.

Q. You did not go over to the office of anybody before you sold the knees?—A. Yes, sir; because I went to get somebody to show me the pile; we are very careful, for fear that we may sell something without authority.

Q. Did you, after you had sold the other material, go back for instructions as to the knees?—A. Yes, sir.

Q. Whom did you see at the office?—A. When I started and found that there was nobody there to give me authority about selling the knees, I asked who represented the Department or Bureau of Construction. I received no answer, but I asked the gentleman who was accompanying me in the other lot that was sold previous to that, which was lots 34 and 73. He mentioned this gentleman's name; I asked him where he was. He looked around and did not see him, and said he was up at the office. I ran up to the office and told the gentlemen in the crowd to wait until I went up to the office to get somebody to come down and show them to me.

Q. Did you see McKay at the office?—A. He was at the pile of knees; he was not at the office; I left him at the pile of knees, and returned and found him there still.

Q. Then you put them up and sold them?—A. When I got up to the office they told me that sombody had gone back down to the pile of knees to give me instructions, and then I went down and found this gentlemen. Hoover was the man who was there. I called out distinctly Hoover's name. There was no answer from him. Somebody said he was behind the building. I ran around, as they were wating for me, and two or three of them said, "This is the pile of knees; go on selling." I said, I would not before I got authority. Then somebody told me Hoover was up at the office. I went as fast as I could up there, and when I arrived I saw an officer, as I judged him to be, sitting at the desk, and another gentleman going out of the door. I asked, "Is Mr. Hoover here?" He said, "I am the person." I asked him to go down and show me the knees that were to be sold. The gentleman said, "Show them to him;" and he came down the yard with me and came to the pile of knees, and stood there while I sold them, telling me I was to sell them. Before we began the sale at all in the yard, when Mr. Cooke and I were both down together, one of the officers of the Bureau of Construction handed the catalogue to Mr. Cooke, and told him that there was a lot of knees that he wanted to have sold. Cooke handed that to me, saying when I came to the knees to sell them.

Q. Before the auction commenced one of the officers handed you this catalogue, on the bottom of the last page of which was written in ink, "Lot of knees; construction?"—A. Yes, sir; that is the writing that was on the catalogue when it was handed to Mr. Cooke. He thought Mr. Cooke was going to sell.

Q. Did Cooke hand that to you?—A. Immediately in the presence of the officers.

Q. And from that you transcribed to your own book this entry in pencil?—A. Yes, sir; because that was the catalogue I sold from all through the sale. I retained that always as authority to show that I had the authority to put it on.

Q. So that before you commenced the sale it was understood perfectly well that you were to sell them when the time came?—A. Yes, sir.

Q. Now, as to the next item sold to Mr. McKay?—A. That was the last item sold at the sale.

Q. You have given all the bids struck off by you to Mr. McKay on that day?—A. Yes, as far as I can show them.

Q. State whether or not there was at that sale any apparent combination among the bidders.—A. No, sir.

Q. Taking all the material except the knees, can you form an opinion as to whether it brought a fair price?—A. I judge only from my own judgment and from what I heard at the sale. Several said to me, passing from one place to the other, "You are getting big prices for things down here; they ought to pay you double commission." We hear that so often we don't pay much attention to it.

Q. But independent of that statement of the crowd, state whether or not, in your judgment, you got fair prices.—A. I think we did.

Q. What was your opinion as to the sale of the knees?—A. That I don't know. I thought it was cheap for them, because it appeared to be a big pile of knees; but I thought as long as they were condemned I could not form any opinion of the value of them.

Q. Did you have any knowledge that they had been condemned?—A. Nothing, except that we *generally sell condemned* knees.

Q. You had no distinct statement from anybody that they were condemned knees?—A. No, sir.

Q. Is the paper now shown you an exhibit of all the sales made by Mr. Cooke for the Government at the Philadelphia navy-yard, from the year 1871 down to the 1st of January, 1876?—A. It is. The statement is as follows:

January 27, 1872.

Construction and repair	$45,700

United States steamer Chattanooga, to Purves & Son.

April 17, 1872.—Stock No. 2.

Construction	$309 51
Ordnance	274 00
Equipment	3,570 80
Provisions	1,578 16
Steam-engineering	80 80
Yards and docks	141 45
	5,954 72

Cunliffe, McClure, McHugh, Brown, B. S., Harsh Bros.

February 26, 1873.—No. 2.

Construction	$702 40
Equipment	1,663 84
Navigation	1,327 50
Ordnance	227 84
Provisions, &c	17 50
Steam-engineering	1,922 63
Yards and docks	1,025 17
	6,886 88

McClure, Watson, McCusker, McCluskey, Dodgson, Dawson.

August 20, 1873.—No. 2.

Construction	$273 75
Equipment	1,856 18
Yards and docks	515 69
Ordnance	144 75
Provisions, &c	987 91
	3,778 28

Pitkin, Newell, Davis, Burk, Hobbs, Sleigh, Shroder, Purves, McCall, McClosky.

February 5, 1875.

Equipment	$2,504 40
Ordnance	90 95
Yards and docks	310 39
	2,806 74

Conner, McClure, Sleigh, Strader.

May 17, 1875.

Ordnance	$30,648 49
Navigation	479 25
Construction	5,500 00
	36,627 74

Purves, Tatham, Sleigh, Collins, Gledhill, Darrah & Co.

October 27, 1875.

Yards and docks	$1,317 08
Navigation	207 50
Ordnance	2,158 73
Provisions and clothing	383 37
	4,066 68

McKay, Burk, McClure, Sleigh.

November 19, 1875.

Equipment	$462 90
Navigation	33 65
Ordnance	119 44
Steam-engineering	21,635 38
Construction	110 00
	22,361 37

Sleigh, Purvis, McClure, McKay, Hobbs, McNulty, Seldon, Clyde & Co.

Q. Did your partner, Mr. Cooke, know the officer who gave him the catalogue with the lot of knees written at the bottom?—A. I don't think I was introduced to him. I took the catalogue from Mr. Cooke.

Q. Who gave it to him?—A. An officer from the construction department, I judged, because he handed it to him, and we generally get them from the different officers.

Q. Does Mr. Cooke know the name of the officer?—A. I do not know.

Q. Do you know his name?—A. I do not.

Q. Is it your impression that it was Mr. Hartt?—A. I do not know Mr. Hartt.

Q. Do you remember what office you went to to find Mr. Hoover?—A. It was in the main building at the gate, where the paymaster and the commodore are. It must have been an officer of construction; as I say, we always go to the office from whence we sell the material.

Q. A gentleman in the construction-office, sitting at the desk, told Mr. Hoover to show you the knees?—A. Yes, sir.

Q. Who was that gentleman sitting at the desk?—A. I do not know. I presume that it was the gentleman who had charge and authority.

Q. The chief constructor?—A. He was a gentleman writing there, and I supposed that it was the officer in charge. Of course, as I have said, I did not know him.

By Mr. JONES:

Q. I understand you that Mr. Cooke handed you this book with the knees written on it?—A. Yes, sir.

Q. Did you announce to the crowd that there were some knees added to the catalogue that would be sold during the sale?—A. Not that I know of.

Q. You did not announce that until you came to it—the last thing?—A. It strikes me I was asked once or twice when I was going to sell the knees.

Q. You do not know by whom?—A. No, sir; by some parties in the crowd. I judged they were buyers. I have no recollection of who they were.

By Mr. HARRIS:

Q. And, in answer to the question put to you, when you were going to sell the knees, you said, when you got to them?—A. Yes, sir. Sometimes, in selling there, we would have to go from one part of the yard to the other.

PHILADELPHIA, *April* 10, 1876.

NATHANIEL MCKAY sworn and examined.

By Mr. HARRIS:

Question. Are you at present residing in Philadelphia?—Answer. Yes, sir.

Q. What is your business?—A. I am work at League Island finishing the ship-houses.

Q. Have you had any contracts with the Navy Department for anything since 1872?—A. I have.

Q. State them in their order.—A. July 22, 1875, I made an offer to take down and re-erect two ship-houses. That offer was made to Isaiah Hanscom, Chief of the Bureau of Construction and Repair at Washington.

Q. By whose invitation or request did you make that offer?—A. By the invitation of the Navy Department.

Q. In what form was that invitation extended to you?—A. I have forgotten whether it was there in person or by letter. I have my offer of July 22, 1875, and also the acceptance of same, dated August 13, 1875. They are as follows:

"WASHINGTON, D. C., *July* 22, 1875.

"DEAR SIR: I would respectfully offer the following amended proposition to take down the two ship-houses now in the Philadelphia navy-yard, and erect the same at the League Island navy-yard, Pennsylvania, I to do all the wood-work, erect the ship-houses, and furnish all the necessary material to close the buildings in, and complete them at League Island in a

good and substantial manner, to the satisfaction of the superintending naval constructor, the Government to do all the transportation, and to furnish the facilities of the Philadelphia and League Island yards, as may be required for doing the work.

"The entire work as above to be done for the sum of $30,000.

"I am, very respectfully,

"N. M. McKAY.

"Chief Constructor I. HANSCOM,
"*Chief of Bureau Construction and Repair.*

"MARCH 30, 1876.—Work completed to-day."

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*Washington, August* 13, 1875.

"SIR: Your proposal of the 29th ultimo to remove the two ship-houses at the navy-yard at Philadelphia to League Island for the sum of $30,000 has been received, and by direction of the Department is accepted according to the following specifications and general stipulations, viz: To take down the two houses, put the materials on board of scows, lighters, or other vessels which may be furnished by the Government, and take the same material from the scows, lighters, or other vessels, and erect the houses at League Island on the foundations prepared by the Government to receive them.

"You are to furnish all the necessary material, of good quality, required to replace all broken, split, or rotten timber or boards; to do all the work, such as erecting, bracing, curving, hanging doors, windows and shutters, and complete the two buildings ready for use in a workmanlike manner and satisfactory to the superintendent to be appointed by the Department to superintend the work. You are to commence as soon as officially notified that the work is ready, and complete the same in four months from the time of commencing.

"Such facilities as tools and machinery as can be spared from the navy-yard will be furnished you while prosecuting the work.

"Payment for this work will be made as the work progresses, upon bills certified by the superintendent and approved by the commandant of the yard. Please signify in writing your acquiescence in the terms proposed in this letter and your willingness to proceed with the work.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"NATHANIEL MCKAY,
"52 *Broadway, New York.*"

Q. What was the date of your next contract?—A. My next offer is dated New York, September 22. It was to move all the ordnance-stores in the navy-yard. It was sent on Friday night to Washington, asking Commodore Jeffers to send me a telegram, so that I could commence Monday morning.

Q. What did you offer to do that for?—A. Five thousand dollars. There were about 2,000 tons of stuff to remove to League Island. The offer and acceptance are as follows:

"NEW YORK, *September*, 22, '75.

"Commodore W. N. JEFFERS,
Chief Bureau of Ordnance, Washington, D. C.:

"DEAR SIR: I have examined all the material belonging to your department in the Philadelphia yard, and made all the calculations upon it that any one could make.

"There are about thirty tons of lignum-vitæ, a large number of howitzers, and some large gun-carriages, I should think twenty in all, a large amount of shot and shell, timber, lumber, tools, lathes, planers, drills, benches, patterns, and all the tools in the gun-shop, together with all the material on the new purchase.

"I will remove the whole lot for $5,000 to the navy-yard at League Island, furnish the scows and teams, and remove it from the scows to some place or building provided by you for the reception of the same in a satisfactory manner, you to furnish the tug to tow the scows, or I can arrange so as to have them go with the scows now loaded with the building-material, and thereby save an extra expense in towing. I will commence on the 25th instant and put men enough to work to have it all moved in thirty days.

"I saw Captain Cromwell to-day and perceived there were several things that he did not include in his report, which I have added. He is of opinion that he cannot remove the material nearly as cheap as I can, and he wished me to say to you that he desired that I should get the contract, as it is impossible for him to do it, there being so much to be done.

"I am confident that it would cost you a larger amount than I have asked, for the teams and scows will cost me a considerable sum, as I could not bother with the yard-teams.

"Captain Cromwell has gone over the whole matter with as much care as the time would permit, counting in some cases ten or twenty loads per day with a given number of men.

If they do the amount of work he calculates, it's more than I can get out of mine in ten hours. I am more than confident that Captain Cromwell has not made a liberal estimate; and if any other officer were to make it, I am sure he would make it one-third more than he has.

"If you conclude to award me the contract, please send me a telegram to-morrow, for I want to send to Philadelphia Friday and get some more smart riggers to go to work on Monday.

"I am,

"NATHL. McKAY.

[Telegram.]

"WASHINGTON, D. C., *September* 23, '75.

"N. McKAY,
"*52 Broadway, N. Y.:*

"Your offer of yesterday for removal of ordnance, &c., stores at Philadelphia, is accepted.

"JEFFERS,
"*Chief of Bureau.*"

Q. What was your next proposition?—A. My next proposition to the Navy Department is dated Philadelphia, October 7, 1875, to the Chief of the Bureau of Steam-Engineering, to remove from the Philadelphia navy-yard to League Island and place in a building provided all the steam-machinery in their department and in the Philadelphia navy-yard. October 19 Mr. Wood wrote me a letter which caused me to modify my proposition. The correspondence upon that subject is as follows:

"PHILADELPHIA, *October* 7, 1875.

"W. W. WOOD, Esq.,
"*Chief of Bureau Steam-Engineering:*

"DEAR SIR: I will remove from the Philadelphia navy-yard to League Island navy-yard, and place in buildings provided by you, all the steam-machinery you have in your department in the Philadelphia navy-yard, consisting of lathes, planers, shaftings, drills, steam-boilers and engines that run shops, engineers' stores, &c., for the sum of $14,250, the Government to do all the towing and furnish the facilities of the yard.

"I am,

"N. MCKAY."

"WASHINGTON, D. C., *October* 19, 1875.

"SIR: Your letter of the 14th instant, relative to removing articles coming under the cognizance of your bureau from Philadelphia navy-yard to League Island, is received, and in reply thereto I hereby make the following amended proposition, viz: I will take all the articles belonging to the Bureau of Steam-Engineering which are to be removed from the place or places in the Philadelphia navy-yard where they now lie, transport the same, and deliver them at League Island where designated by the superintending engineer-officers, free of any additional cost to the Government for scows, lighters, teams, &c., for the sum named in my proposition of the 7th instant.

"I am, very respectfully, your obedient servant,

"NATHL. McKAY.

"Engineer-in-Chief W. W. W. WOOD, U. S. N.,
"*Chief of Bureau of Steam-Engineering, Navy Department.*"

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, November* 2, 1875.

"SIR: By direction of the Hon. Secretary of the Navy, your bid for moving the articles belonging to this bureau from the Philadelphia to the League Island navy-yard, delivering them where directed by the superintending engineer, as amended to $13,000 for the entire work, to be executed within fifteen days, is hereby accepted, and the commandant of the Philadelphia navy-yard has been notified to afford you a tug when required to assist you in expediting the work, provided said tug be not otherwise engaged, together with such other facilities of the yard as may be needed to enable you to do the work in the shortest possible time. All expenses to be at your cost.

"Respectfully,

"W. W. W. WOOD,
"*Chief of Bureau.*

"N. McKAY,
"*Philadelphia, Pa.*"

Q. Did you make a proposition to throw off $1,450?—A. I went to Washington in person about this contract. I saw Mr. Wood, Mr. Wood told Mr. Smith to award me the contract. Somebody in Philadelphia found it out. I was the lowest bidder by two, or three, or four, or five hundred dollars. They sent word back immediately that they would take it for $13,500 or $14,000, but it hung up for a long time. I met the Secretary here. He said, "I will give you $10,000." I told him I would not take it. I said finally, "I will take it for $13,000;" and he sat down and wrote a letter to Mr. Wood. A reply came back, and I took it for $13,000. It was unfair and unjust for me. I beat five or six others, John Linn, Neafie, and others, whom I do not know. I wrote that proposition on the telegraph-table at the Continental Hotel. I did not have a copy of it, and had to send to Mr. Wood to get the official copy.

Q. You entered upon and discharged that contract?—A. Yes, I did, in the best possible way. The next contract is dated Washington, November 24, 1876, and the papers relating thereto are as follows:

"WASHINGTON, D. C., *November* 24, 1876.

"SIR: I have the honor to respectfully submit the following proposition, viz: I will remove from the Philadelphia navy-yard to League Island the stores in the store-houses for $2,500; all tools, &c., in blacksmith-shop for the sum of $3,500; all tools in the iron-plating shop for $2,500; in the joiners' shop for $1,500; all iron in the store-house for $7,000; and machinery, engine and boilers in saw-mill for the sum of $7,500; also all the coal now in the yard belonging to Bureau of Construction and Repair for the sum of $1,000; and engine and boiler in joiner-shop and plating-shop for the sum of $1,000, including, without extra charge, the galvanizing-furnace and shears and punches belonging to the construction department in the Philadelphia navy-yard.

"All of the above material and tools to be placed by me in the places provided for them at League Island, the Government to furnish the towing only. I will agree to deliver all the material and tools above mentioned or referred to at the League Island yard within ten days from the date of acceptance of this proposition.

"I am, respectfully,

"NATHL. McKAY.

"Chief Constructor I. HANSCOM, U. S. N.,
"*Chief of Bureau Construction and Repair, Navy Department.*"

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*November* 24, 1875.

"SIR: Inclosed please find copy of an offer from Mr. Nathl. McKay for the removal of construction stores, &c., from the yard under your command to League Island. You will be good enough to consult with the naval constructor, and make the best terms practicable for the removal of these stores.

"Very respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"Commodore G. H. PREBLE, U. S. N.,
"*Commanding Navy-Yard, Philadelphia, Pa.*"

RECAPITULATION.

Stores in store-houses	$2,500 00
Blacksmith-shop	3,500 00
Iron-plating shop	2,500 00
Joiners' shop	1,500 00
Iron in store-houses	7,000 00
Saw-mill and engine	7,500 00
Engine in joiner-shop	1,000 00
Coal, 300 tons	1,000 00
	26,500 00

"NAVAL CONSTRUCTOR'S OFFICE,
"UNITED STATES NAVY-YARD,
"*Philadelphia, November* 25, 1875.

"SIR: Referring to copy of offer from Mr. McKay inclosed with bureau letter of 24th instant, relative to removal of stores, &c., to League Island, I have to say that the proposition seems to be fair, with the exception of the removal of the stores in the store-houses, which, from the fact that a great portion of them have been moved since the estimate was made, is too high.

"Upon consulting with Mr. McKay, he consents to remove the reverberatory furnace, steam-hammer, pump, and also boring-machine under the sail-loft, and all other tools belonging to construction and repairs, and not enumerated, in consideration of the above fact.

In that case the total cost of the removal of stores, including the above, will be $2,500, the other items remaining the same, making an aggregate of $26,500. As the order is imperative to remove the stores at once, the offer of Mr. McKay is considered reasonable.

"I am, sir, very respectfully, your obedient servant,

"EDWARD HARTT,
"*Naval Constructor, United States Navy.*

"Commodore GEO. H. PREBLE, U. S. N.,
"*Commandant Navy-Yard, Philadelphia.*"

"I hereby fully agree to all the provisions of this letter.

"NATHL. McKAY."

Q. What was your next contract?—A. My next contract and the correspondence relating thereto, are:

"PHILADELPHIA, PA., *December* 9, 1875.

"DEAR SIR: I would most respectfully submit the following proposition to remove from the Philadelphia navy-yard to the naval station at League Island the following material belonging to your bureau, and put them in such a place or places as provided for them at League Island, viz:

"All the live-oak remaining in the yard, $2,250; white-pine deck-plank, $1,500; white-oak plank, $2,650; yellow-pine timber on 'new purchase,' $3,200; all the knees, $550; white-oak timber on 'new purchase,' $1,750; treenails, $650; shores, $1,500; timber in yard, yellow pine of various kinds, $2,000; blocking in yard, and used on the Constitution, and launching-ways after the ship is launched, $3,200; all the launching-ways in the yard, $550; to remove all launching-ways and blocking after the Constitution is launched, and transporting the same to League Island, and that on the sectional dry-dock used for launching the Constitution, $1,500.

"NATHL. McKAY.

"Chief Constructor I. HANSCOM, Esq.,
"*Chief of Bureau, Washington, D. C.*"

RECAPITULATION.

Live-oak	$2,250 00
White-pine deck-plank	1,500 00
White-oak plank	2,650 00
Yellow-pine timber on new purchase	3,200 00
All the knees	550 00
White-oak timber on new purchase	1,750 00
Treenails	650 00
Shores	1,500 00
Timber, yellow pine of various kinds	2,000 00
Blocking in yard, used on the Constitution, and launch-ways after the ship is launched	3,200 00
All the launching-ways in yard	550 00
To remove all the blocking and ways after the Constitution is launched, transporting the same to League Island, and that on sectional dry-dock	1,500 00
	21,300 00

"PHILADELPHIA, PA., *December* 14, 1875.

"DEAR SIR: I would most respectfully submit the following proposition, to remove from the Philadelphia navy-yard to the naval station at League Island the following materials belonging to construction and repair, and put them in such a place or places as may be designated or provided for them at League Island, viz:

"All the live-oak remaining in the yard, $2,250.
"All the white-pine deck-plank, $1,500.
"All the white-oak plank, $2,650.
"All the yellow-pine timber on 'new purchase,' $3,200.
"All the knees, $550.
"All the white-oak timber on 'new purchase,' $1,750.
"All the treenails, $650.
"All the shores, $1,500.
"All the timber in the yard, yellow pine and various kinds, $2,000.
"Block in the yard and used on the Constitution, and launching-ways after the ship is launched, $3,200.
"All the launching-ways in the yard, $550.
"To remove all *launching-ways* and blocking after the Constitution is launched, and

transporting the same to League Island, and that on sectional dry-dock, used for launching the Constitution, $1,500.

"The Government to furnish the towing only.

"And I further agree to remove all material belonging to construction department, of whatever nature or description, whether it is named in this proposition or not; also to put on board the Constitution, or wherever else required, the tanks and ballast belonging to that vessel, without further or extra charge.

"Very respectfully,

"N. McKAY.

"Commodore GEO. H. PREBLE, U. S. N.,
"*Commandant Navy-Yard, League Island, Pa.*"

"COMMANDANT'S OFFICE, LEAGUE ISLAND,
"*December* 14, 1875.

"SIR: You are informed that your offer of this date relative to the removal of construction material to League Island is accepted, and you will commence work at once, subject, however, to the approval of the Bureau of Construction and Repair.

"In reply to your note, I have instructed Captain De Krafft and Civil Engineer Stratton to give you all the facilities in their power, not interfering with the landing and placing of the bricks and material under the contract of Mr. Rice.

"Respectfully, &c.,

"GEO. HENRY PREBLE,
"*Commodore, Commanding.*

"Mr. N. McKAY,
"*Philadelphia, Pa.*"

Q. Were there any competitors for this last job?—A. That I do not know.

Q. Were there any for the previous ones?—A. That I do not know.

Q. Did not Mr. Rice compete with you?—A. Mr. Rice, after I had got this contract half done, came in and made a bid that he would do the balance of the work for $10,000. That is the contract for $21,300. The commodore accepted my proposition.

By Mr. BURLEIGH:

Q. That was for lumber?—A. Yes; for all material in the yard remaining there. When Mr. Rice sent on the offer, and Hanscom sent back word to Commodore Preble that he was at liberty to accept or reject my proposition for $21,300, the result was that Commodore Preble sent down the order to me to stop immediately, after accepting my proposition once in writing, when I had it half done. The marines were brought out for that purpose.

Q. Why did he do that?—A. I cannot tell you, except because Rice had offered to do it for a less price. I said that he could not break a contract once entered into. Then I took a contract from the Navy Department for $10,000 to remove the balance of the stuff. Then Commodore Preble had put a board on to know what I had moved on the first contract, and it came to very nearly as much as one-half of the contract and a little more, allowing me for my damages for one day's delay. I had to pour the men in the gate as fast as they came on this work. It was done like lightning.

By Mr. HARRIS:

Q. This last contract is one for removing lumber?—A. Everything in the yard. It included everything. It was for $21,300.

Q. Have you executed that contract?—A. I have.

Q. Have you received your pay?—A. I have not. I have no more contracts, except a small matter of tinning a roof; that was about $1,200.

Q. It was not a written contract, was it?—A. No, sir. I also got $2,500 for tinning and putting a floor and partition in a ship-house.

Q. Did you make any purchase of any goods from the navy-yard?—A. I did. About the 15th day of September, 1875, I was in Washington. I had made an offer to Commodore Jeffers for some bronze-metal that they had in the yard, taken off of gun-carriages, &c. I think it was about 14 or 15 cents that I offered for it. When the Antietam was sold, the bronze-metal brought 16⅝ cents a pound. I think there was about $30,000 worth of it sold at that time to Charles Purves & Co.

Q. What is the ordinary market-price for it?—A. That is the highest in the world that could be got at auction for it.

Q. The highest that could be got in the navy-yard?—A. Anywhere. You may retail it by the hundred pounds and get a half cent or more, perhaps, a pound.

Q. You think it brought the highest price that could be obtained?—A. Yes. I told him I would like to have the stuff, and looked it over. I went back to Philadelphia, and on the 17th day of September I sent him a telegram offering 16⅝ cents a pound. He says: "The bureau has received your telegram, and accepts your bid for the bronze at the Philadelphia yard at 16⅝ cents per pound, and will also deliver to you the magazine-doors at 12 cents per pound, in accordance with your previous offer.—William N. Jeffers, Chief of Bureau."

The magazine-doors were made out of lead and brass mixed together. I sold it in New York for 13 cents a pound. I gave my check before I took it out of the yard for $2,100. I received in New York a check for it for $2,069. I did not make a hundred dollars on the whole transaction, because they gave me a little rebate on the lead that was on the doors.

Q. What did you do with the composition—the brass?—A. I turned it over to Seyfert, McManus & Co., and they sold it.

Q. What was your relation with that firm?—A. My relation to that firm is just like this: I did not have the money to put into the brass to buy all the material in the navy-yard, and Mr. Seyfert says, "I will furnish a part of the money if you will;" and we went together and bought the material.

Q. Then, although you bought it, he was interested with you?—A. Yes, in every pound.

Q. And you turned it over to him?—A. Every cent—all but the magazine-doors, which I sent to New York. I have the bill of the bronze, $26,768.04. That has been paid for.

Q. What else did you buy from the Government?—A. I bought, November 19, 1875, at auction in the navy-yard, scrap-iron, 33 tons, at $22.50—$742.50; iron boiler-tubes, 35,105 pounds, at 2¾ cents a pound—$965.40; it was a very large price; there was no money in it; bearings, $400; marine-boilers, 25 tons each, 50 tons, $19 a ton—$950. I had to cut them up. I gave $6 a ton to cut them up, and had to haul them out of the yard, and sold them for about $30.

Q. How many of them?—A. Two monitor boilers. Gideon Welles had them made, and they were never good for anything. Two marine boilers, 40 tons each, 80 tons, $46 a ton, amounting to $3,680; one had brass tubes, and the other had iron; one is $46 a ton, and the other $19 a ton. I bid for the boilers among hundreds of people. All the auctions went that way. I had no combination with anybody whatever. I went there to buy the material, and I bought number 58½, ships' knees, $110.

Q. How many knees?—A. I think there were 400 or 500 of them. Cylinder and air-pump, $2,200: ditto, $2,450; counterbalance, $380. This matter of the $2,200 and the $2,450, and the $380, making $5,030, was bought by a man named Hobbs, who was there. Afterward I bought Hobbs off. I think I paid him about $500 for his bargain. The two lots were put in together and turned over to Seyfert, McManus & Co., and the stuff has been sold all over the country. In all the lots together there may have been 1,000 tons of iron.

Q. Were those goods all bought on one day?—A. Yes. sir.

Q. All delivered from the yard to your partner?—A. Yes; everything was delivered in the yard. We cut it up in the yard, and passed it out of the gate by load. Every load had to be passed out of the gate separately.

Q. Did everything that you bought there that you have now been reading go out of the gate?—A. Most all. Some went by barge. Some went to Trenton and some went to Wilmington.

Q. Now to return to the knees. How many knees were there?—A. I think between five and six hundred knees.

Q. What was the statement of the auctioneer as to knees at the time they were put up?—A. I did not know that there was going to be any knees sold. I supposed that auction was all over. Somebody ran up in the office in the yard and told me there were going to be some knees sold. I ran down into the yard. They could not find what pile of knees was to be sold for a long time. Finally the auctioneer came along and said this was the pile to be sold. An Irishman sat there and bid $100 on them, and I bid $110, and they were knocked down to me.

Q. How old were they?—A. Some of them were fifty years old, and some of them were twenty years old. Some may be ten years old; I think none less than ten. I have been offered $400 for them.

Q. Where are they now?—A. Down at Queen-street wharf. A part of them are at McCahan's stable-yard, stowed away. I had to take them away.

Q. Had they ever been used before?—A. Most of them had not been used. Some of them came out of the Nebraska. I have had two men from Boston to examine the knees—George McQuestion, a timber-dealer, and Charles West, a timber-inspector. I told them I thought I could sell them the knees and make some money, and they both went back disgusted.

Q. Were there any more knees put on to your pile after the auction?—A. No, sir; never, that I know of.

Q. Were they all there on the day of the auction—every knee which you ever took?—A. Yes, sir. I gave a man twenty-five cents apiece to haul them out.

Q. How much did the knees cost where they are now?—A. They cost me, where they are, perhaps three hundred dollars, and probably more with the storage.

Q. Did you not transport knees to the new navy-yard?—A. I never in my life sold or transported or delivered one.

Q. Did you not under your contract?—A. No, sir. I never had any contract for knees.

Q. Were there not some knees removed with the timber?—A. Yes; there were knees removed down there. I did that. I transported knees under my contract. I transported all that there were in the yard.

Q. Where were *these knees?*—A. They were in the yard on the new purchase, so called.

pounds; 3 old boilers, $520. I think they belonged to yards and docks. I did the n price for them and for everything. I want to say here that there was no combinat the yard of any name or nature. I have been charged with combination in the navy There is no such thing. Mr. Hobbs came to me the day the auction was over. He s I had seen you before we could have made a lot of money. I told him I had gone tl buy the materials and not him. Mr. Cook will state that my bids and actions were l able and upright at every auction. Then I bought a gun in the ground, and a lot shell, and dug them up when the yard was sold, and took them out, and they sent he got the weight where they were sold. That amounted to $377.77. Thirty-three ton weighed in the purchase. In the first place, the scow was measured when she arri the dock. The iron was put on board of her, and then she was measured afterward. thirty-three tons were charged to me, and there was a balance of $40 due, and Mr. N would not let the scow go until I gave him a check for that sum.

Q. Did you have more than one scow-load of scrap-iron?—A. Not that I rememb had only one scow-load of that; I offered to pay Mr. Newell to go himself or send where the scow was going, to weigh the iron and take the weight after it got out of the It could not be weighed in the yard, because the scale was taken down; he would n that, but went to work and weighed it in the scow. He beat himself out of about $40. Government lost about $40 in that transaction.

Q. That is to say, it did not weigh as much at the other end?—A. It did not wei much as I got for it by two tons, or $40. Now, the tubes were $900, and something ov told Newell I put the money up for the tubes, and as they went to the warehouse he send his man up and weigh them, and he said they should not go out of the yard un money was paid, and I received a bill and gave him a check for $974, his weight. when they went up and were weighed, I had the bill receipted, and Mr. Newell beat hi out of $119 for his meanness.

Q. Do you mean that he had to pay you back that amount?—A. No; I got more him, because he would not allow me to deposit the money and take the tubes out.

Q. In that scrap-iron, was there any whole bar-iron?—A. No, sir: I never rece pound of bar-iron in my life; the bar-iron went out of the yard to Seyfert, McManus

Q. Did you purchase any scrap-iron, bar-iron, that went to Seyfert, McManus & Co No, sir; not a pound.

Q. Who did?—A. I do not know.

Q. Did bar-iron go to Seyfert, McManus & Co.?—A. Yes.

Q. By whose orders?—A. I do not know that, I am sure.

Q. Did you carry it?—A. I never did.

Q. Did it go in your scows?—A. No, sir; not a pound.

Q. Did not it go on to your contract with them?—A. No, sir; never. I never got for a pound of it.

Q. Do you know how it went there?—A. It went in the scows.

Q. Whose scows were they?—A. Their own.

Q. Have they any contract with the Department?—A. They have a contract wi Department to furnish new iron for old; they take old iron and replace it with new

BUREAU OF ORDNANCE,
United States Navy-Yard, Philadelphia, November 23, 1875.

Nathaniel McKay to Bureau of Ordnance, DR.

1875.			
Sept.	29.	To 20,000 pounds bronze.	
Oct.	4, 5.	To 15,000 pounds bronze.	
Nov.	10.	To 9,810 pounds bronze.	
Nov.	19, 20, 22.	To 118,869 pounds bronze.	
		Total, 163,679 @ 16⅛ cents	$26,802 43
		To 312 pounds lead, excess attached to magazine-doors, sold October 29, 1875, @ 6¼ cents	19 50
			26,821 93

CR.

By 312 pounds magazine-doors sold October 29, @ 12 cents,	$37.44	
By labor in removing lead attached to magazine-doors	16.45	
		53 89
Amount due		26,768 04

B. J. CROMWELL,
Commander and Inspector of Ordnance.

Approved.

GEO. HENRY PREBLE,
Commodore, Commanding.

Received the above.

W. W. HILL.

PHILADELPHIA, *November* 19, 1875.

McKay bought of Samuel Cook, auctioneer, 124 South Front street:

3.	Scrap wrought-iron, 33 tons, 22.50	$742 50
8.	Iron boiler-tubes, 35,105 pounds, 2¾	965 40
14.	Bearings, &	400 00
15.	2 marine boilers, (25 y. ea.,) 50 tons, 19.00	950 00
16.	2 marine boilers, (40 L.) 80 tons, 46.00	3,680 00
58¼.	Knees	110 00
		6,847 90

PHILADELPHIA, *October* 19, 1875.

McKay, Hobbs, bought of Samuel C. Cook, auctioneer, 124 South Front street:

10.	2 cylinder air-pumps, lot	$2,200
11.	Cylinder air-pumps, lot	2,450
12.	2 counter-balances	380
		5,030

Received payment in full from N. McKay.
November 24.

W. W. HILL.

PHILADELPHIA, *October* 27, 1875.

McKay bought of Samuel C. Cook, auctioneer, 124 South Front street:

32.	Thimbles, 336, ⅞	$2 94
37.	Haversacks, bags, &c., lot	8 00
52.	Thimbles, 4,800, ⅞	42 00
47.	Wrought-iron shot, &c., 13,440, 1⅛	218 40
49.	Cast iron, 2,240, ⅞	19 60
50.	Grape-stands, 18,000, $\frac{8}{10}$	144 00
51.	Canister-balls, 103,000, $\frac{9}{10}$	927 00
24.	Old boilers, lot	520 00
21½.	Old tin	13 00
		1,894 94

UNITED STATES NAVY-YARD,
League Island, December 24, 18[redacted]5.

Nathaniel McKay to Bureau of Ordnance, DR.

	Pounds.	
22 guns	129,930	
1,175 32-pounder shot and shell, ar. 28th	32,900	
76 9-inch shell, 670=	5,092	
4 15-inch shell, 330=	1,320	
	169,342	
75 $\frac{621}{1120}$ tons, @$5		$773[redacted]3 77

Q. The question is whether that bar-iron went in the same scows which you used in y[redacted]our own business.—A. Not that I know of.

Q. Did you put any of that iron on board the scows for them?—A. When the iron w[redacted]as going to League Island, Reynolds said they were going to take this bar-iron which w[redacted]as there, and of course I had to remove it out of the building, and put it on board the sco[redacted]ws, on their teams. It was delivered on board of the scows, and was in their warehouse, [redacted]nd any further than that I don't know anything about it. I had to get it out of the warehou[redacted]se.

Q. You gave it to their teams?—A. Yes; because John Rice was pulling the buildi[redacted]gs off over my head. That went to Seyfert, McManus & Co. My contract was to remove [redacted]all the iron. There was not much or it; a few short bars.

Q. You say that no bar-iron came into your custody?—A. Not a pound.

Q. Have you settled with Seyfert & McManus?—A. I have not.

Q. Have you a balance of profits?—A. I doubt whether I shall ever receive a cent o[redacted]f it. I have never received one yet, so far.

Q. Do you say that there is not a profit?—A. I doubt whether there is a cent. I ha[redacted]d a pretty good fight on hand to get my own out of it, and I have not yet. I got 30,000 pou[redacted]nds of metal and shipped it to New York, and got about square out of my account; profits I h[redacted]ave never received.

Q. What other articles than the ship-knees and magazine-doors which you purchased [redacted]at auction ever came into your exclusive possession personally? The ship-knees you boug[redacted]ht at auction?—A. Yes, sir.

Q. Did you buy the magazine-doors at auction?—A. I bought them, as I have stated [redacted]in my list, for 12 cents a pound, by an offer to Commodore Jeffers.

Q. Did you have a contract for the purchase of gun-carriages?—A. I bought all tho[redacted]se from Commodore Jeffers last April.

Q. How many?—A. Sixteen iron gun-carriages, $20 a ton.

Q. They were old, were they?—A. Yes; I have them now in store-house at the Quee[redacted]n-street wharf.

Q. What did you pay for them?—A. $20 a ton—$1,094.

Q. What property, if any, which you owned, or which you purchased at the Navy De[redacted]partment, have you deposited at the Queen-street wharf?—A. None but what is contained i[redacted]n the schedule, which is as follows:

"STORAGE DEPARTMENT, PA. WAREHOUSING
"AND SAFE DEPOSIT COMPANY,

("Southwest corner Delaware avenue and Queen streets.)

"*Philadelphia, March* 9, 1875.

"DEAR SIR: We have now in store for you, 73 cases merchandise, ship-knees, 16 trucks, 1 pinch-bar, 12 wooden rollers, 12 lumber cant-bars, 2 rope-falls, and 4 blocks; and at the other warehouse, the gun-carriages; this is all we have ever received from you.

"Yours, respectfully,

"G. E. ETTING.

"N. MCKAY, *Philadelphia.*"

Q. What is in the cases referred to there?—A. Wheels, and one thing and another belonging to the gun-carriages. They were brass, &c.

Q. And what was the total amount of your several contracts for moving?—A. $95,800.

Q. You have now stated all the purchases of articles at the auction or private sale of property belonging to the Philadelphia navy-yard?—A. Yes, sir.

Q. Have you paid for all the goods?—A. Yes, sir.

Q. And you have performed all the contracts?—A. I have; all but five or ten men finishing up the ship-houses at League Island.

Q. Did you at any time make any offer to any gentleman not to bid for the removal of any portion of these goods?—A. I never did.

Q. Did you talk with Mr. Rice?—A. I did.

Q. I mean with reference to moving the building. I do not mean goods, but work done. Did you make any suggestion to any person not to bid against you for the removal of the buildings and the material?—A. I never made any suggestion to anybody not to bid against the removal of the buildings.

Q. What offer did you make to Mr. Rice?—A. There was no offer made to him.

Q. State the conversation you had with him.—A. The conversation I had with him was as to who should have the work in the navy-yard; whether it would be Mr. Rice or myself. Mr. Rice wanted about $25,000 for his bid; he thought he could make more money than that. I told him that it would not bear it, and that it was no use to talk about it—to drop it.

Q. Did you make any suggestion as to what you would be willing to pay?—A. I do not know that I did.

Q. Did not you make him an offer of $15,000?—A. I do not think I did. He wanted so much it was not worth talking about.

Q. What was the bid you wanted him to give up?—A. I did not want him to give up any.

Q. You wanted to buy him out, or his bid, if he got it?—A. Yes.

Q. And you not to bid?—A. No; of course we should all bid; but he wanted so much, and thought he had so much more influence than anybody else in Philadelphia that he would procure the contract anyhow.

Q. Did he state any price he was willing to let you have it for?—A. I think it was $25,000 talked.

Q. Who talked it; you or he?—A. He.

Q. How much did you talk?—A. Not so much as that.

Q. Well, how much?—A. I do not know. We might have talked $10,000.

Q. Don't you think you talked $20,000?—A. Well, now, I guess not.

Q. Do you remember about it?—A. I was mad at the time, and told him to go the devil. It was more than he was worth. In the first place he would not stay bought, and in the second place he was not worth buying.

Q. Then you did not make an attempt to arrange it with him?—A. We talked it over a little while. It would have been better for the Government if they had got me to do it. He mashed it all to pieces.

Q. You got only the ship-houses?—A. I took them down and put them up. He got the rest of the contract. He got the contract to remove all the brick buildings, and he took them down with a vengeance. I had six of the best men in New York bid on those buildings. They did not know anything except to tear down old buildings and put them up again, and the lowest bid I had was $56,000. I offered to do it for $57,000. Rice offered to do it for $32,500, and they had better have thrown it in the river.

Q. Did you bid as low as you were willing to take them down at?—A. I was willing to take those buildings down and make $750.

Q. Were you not invited to make a bid for taking down those buildings, transporting them, and re-erecting them?—A. I was, and I made it.

Q. What was your offer?—A. One hundred and fifty thousand dollars for the whole job.

Q. Mr. Rice bid against you in that, did he?—A. Yes, sir.

Q. What was his bid to take them down, transport them, and put them up?—A. He bid $32,000 to take them down, and $116,000 to put them up. I was above him in my bid to take down. My bid to take down was $57,000, and my bid to put up was $92,000, so I was ahead of him to re-erect them about $23,000.

Q. But on the whole bid he was under you about $2,000?—A. On the whole bid about $1,200 or $1,300.

Q. Do you know why the Department changed and called for a bid in specific matters?—A. I do not know any more than you do.

Q. When you put in your bid the first time was there any subdivision of it?—A. No, sir. I put in no bid until that was put in in that way.

Q. You knew that he bid, did you not?—A. I knew, of course. We all had to bid alike.

Q. You do not get at my meaning. Were you not first called upon to give an estimate of what you would take it down, transport it, and re-erect it for in one item?—A. I do not know that we were. I do not think we were.

Q. But at some time you did make that subdivision?—A. I am the first individual who ever made a figure on moving the ship-houses in the navy-yard, and I lost it all because it was done for nothing.

Q. Why did you lose it?—A. Because it was done so cheap.

Q. Do you mean to say that you did not get fair pay for it?—A. I did not get any of it, because it was done cheaper than anybody could do it properly.

Q. You did do it?—A. I did not. I did the ship-houses. I am the first man who ever made a suggestion about moving. I thought I could move these buildings and take them down, and I brought some men here, afraid that the Philadelphians would scalp me, and got some men from New York to give me their figures. Six of them came here and paced the

buildings off, and at noon they measured them and estimated about six millions of bricks in those walls, and on that they made an estimate to me.

Q. You bid for the ship-houses first?—A. I took a contract to take the ship-houses down first.

Q. Was there any competing bid on the ship-houses?—A. I did not know what bids there were until the other day I went to Washington and got at who the competing bidders were.

Q. Were you the lowest bidder?—A. I was.

Q. How many were competing with you?—A. There were three bidders.

Q. Were you ever interested in those parties in any way?—A. I never saw them in my life, and do not know anything about them.

Q. Did you obtain from the navy-yard any property not named by you here?—A. Not one cent's worth, directly or indirectly.

Q. You are aware that you have been charged in the public prints with having taken large quantities of material from the yard which you did not buy?—A. I am aware of that charge.

Q. What is the fact?—A. The fact is I never received even an atom out of the yard, because what I bought I paid for. Everything that I took away I paid for. Every officer in the yard knows it.

Q. You say that certain iron and material which you bought you shipped away in the barges to different points?—A. Yes, sir.

Q. To what points?—A. Some went to Wilmington.

Q. To whom?—A I think to the Diamond State Works. Mr. Seyfert can give you the whole of that information. He sold it all. I had nothing to do with it. Every officer in the yard knows there never was a question of doubt about me there. My work went along like clock-work whether I had five hundred or a thousand men. The commodore and nobody else said anything to me but that I did my work promptly. I went down at six o'clock in the morning and staid there as long as I could stand, eating dinner in the yard, or a piece of sandwich.

Q. Did you remove any goods from the yard in night-time?—A. I moved some in the scows, but never took them away from the wharf. I loaded the scows at night.

Q. The property that was going to League Island?—A. Yes, sir; I had to do that to get them out of the way.

Q. Did you load property that was going to Queen street?—A. No, sir.

Q. Do you remember getting on board of your barges any property that they claimed as belonging to some other department?—A. No, sir.

Q. No such information was brought to you?—A. No, sir.

Q. Did you have any trouble with any of the officers of the yard?—A. Not a word, except the time that the commodore knocked me off on the contract.

Q. Do you remember Mr. Rowbotham?—A. I never had any trouble with him except once.

Q. State what it was.—A. I went in the machine-shop. After taking this contract of $13,000 I went to removing under it. Mr. Rowbotham said part of it was boxed up. I told him I wanted to commence on that Monday morning. He said, "You cannot have it until it is all ready." I said, "Now, you are just putting red tape in my way, and I want that stopped." Well, he said, he did not care a damn for me, anyhow. "Well," said I, "good morning, sir; I will have no conversation with you."

Q. Did you say you would fix him?—A. No, sir; never. I never spoke of him to anybody. I went to work on the stuff and took it away. I made no threat to anybody or any officer.

Mr. Newel said there was some reference to him in the newspapers Saturday. It was false. I had no trouble with anybody. The only trouble I had I knocked Rice down one day and piled him up in the brick for pulling a brick wall down on me. I turned him end over end in front of Captain Welles when he told me "to go to hell." I knocked him over in a minute. That was the young man; the old man never came near the yard.

By the CHAIRMAN:

Q. Mr. Harris asked you at first to mention the contracts which you had had with the Navy Department since the year 1872, and you commenced with your contract in the year 1875.—A. I had none in 1872.

Q. Did you in 1873?—A. No, sir.

Q. Did you in 1874?—A. No, sir.

Q. Had you any contract or did you make any purchase from the Navy Department during the years 1870, 1871, 1872, 1873, and 1874?—A. I bought some stuff at auction; some vessels.

Q. Where?—A. At New Orleans; I bought three monitors there, at auction.

Q. What were their names?—A. I cannot give you their names now; they were light-draught monitors, built in Saint Louis

Q. Do you remember the price you paid for them?—A. I cannot; it is so long ago; it is about two years ago.

Q. The terms of that sale were cash?—A. Yes, sir.

Q. You had no difficulty with the Department or with the officers making the sale?—A. They were sold at auction, and I bought them there.

Q. You had no difficulty about them at all?—A. No, sir; I never had any. I went to 'ew Orleans, and remained there, I think, not more than two trains.

Q. Are those the only purchases which you have made?—A. I think so.

Q. You have been interested with no other party in making purchases from the Govern- ıent?—A. No, sir; I might have had some interest in the sale of some ships. I believe I ot $150 the other day out of the sale of two ships at Norfolk. I think they were the Saint awrence and the Macedonia. We divided $150 apiece. They were sold at Norfolk, and had an interest in them. I did not go to the sale. They sold for more than they were 'orth. One of the parties bought me out. They were sold at auction.

Q. How did you acquire that interest?—A. Because I was interested in the sale of the essels.

Q. You owned no part of the vessels?—A. No, sir, I did not. I did own a part of them; ut I sold out in a minute.

Q. You were one of the purchasers at the sale?—A. Yes; and then when the sale was onfirmed at Washington, I believe I got about $127 by check.

By Mr. BURLEIGH:

Q. How many were there in the ring at that time?—A. I do not know, I am sure; I was ot there.

By the CHAIRMAN:

Q. Who was your agent at Norfolk?—A. Mr. David Beulah.

Q. Was that the sale that was made at the time Lee and somebody else were auction- ers?—A. I do not know who were the auctioneers.

Q. What was the date of that sale?—A. I cannot tell you; some time last winter. It ras about the time you were there, or before.

Q. The confirmation of the sale was suspended for some time, was it not?—A. It was a ›ng time before it was confirmed. They had some fighting with the auctioneers down there, believe. I do not remember what it was.

Q. Do you remember whether the civil engineer in that yard was in the ring or not?—A. never saw the civil engineer in my life, and do not know him.

Q. Do you know whether any of the officers were there?—A. I never heard of it, and I o not know anything about it.

Q. Are you able to state who else were in the pool or ring?—A. I cannot, to save my fe.

Q. You were not present, you say?—A. No, sir; I could not go on account of the sick- ess of my wife.

Q. Have you been interested in the sale of any iron or chain or scraps at the Norfolk avy-yard?—A. I bought of Commodore Jeffers, at the Norfolk navy-yard, with Mr. Sey- ›rt, I think, about $7,000 worth of stuff. I was there when it was delivered. We have got all away from the yard, and paid for it and sold it.

Q. Was that a private sale made by the bureau?—A. Yes. I was down with Commodore effers. I went to Norfolk after you went there. I went down with the commodore my- ›lf. I bought some shell that he had over in Saint Helena. He had some brass there I had ought before that at $14 a ton from him. When I went down there with him he said there 'as some brass on them and I broke one off and weighed it on a scale, and made a calcu- ›tion as to about what they were worth, and he told me that he would let me have them t $23 a ton, with the brass on. I took them; they have all been taken away from there nd brought up to Wilmington and sold, and the brass has been cut off. I think we will et out of the sale about square. There may be a few hundred dollars on it. With the cost f getting the shell aboard of the vessel, with Mr. Reynolds's management, there is no money ı anything.

Q. Have you made any purchases from the Bureau of Construction and Repair at that ard?—A. No, sir; not one cent.

Q. Have you made any other purchases from Commodore Jeffers?—A. No, sir; I never ave.

Q. Nor at any other yard?—A. Never.

Q. Have you any contract or agreement with the Bureau of Construction and Repair for he destruction of vessels or cutting them up?—A. No, sir; never. I never had a transac- ›on with Mr. Reynolds in my life, except one, in Washington. I told Reynolds I wanted pme money to send here. I did not have any, and I could not get any out of the De- artment. Reynolds said that he had some money, and I knew he had it. It was my own ıoney, and he put his handin to his pocket and gave me ten one-hundred dollar bills. I paid it ıack to him. It was my own money. I have never seen it since. That is all the trans- ›ction I ever had with him in my life.

Q. How do you know it to have been your own money?—A. Because Seyfert had given t to him to go down to Norfolk, to pay for the shell, and he kept the money and never re- urned it. It was $2,000. There is no money in anything that Reynolds has anything to lo with. He is a clever fellow, but has no sense in money matters. I went through this

thing, and have been blacked all over the country, without profit. If you will bring my clerk in here he will tell you the same thing.

Q. Your first contract made for the removal of any kind of property at this navy-yard, I understand, was made on the 13th day of August, 1875. Turn to that paper and you will see that you made your proposition in July, 1875?—A. On July 22, 1875, I made my proposition, and on August 13 it was accepted.

Q. State to the committee if that proposition made by you was not first made by you to Mr. Hanscom, in the city of New York.—A. No, sir.

Q. Had you no correspondence with him in the city of New York in relation to it?—A No, sir.

Q. Is your recollection good upon that point?—A. My office was in New York and is now. I wrote him there about the ship-houses, and desired my bid to be accepted or rejected.

Q. Do you remember seeing Mr. Hanscom in the city of New York at or about that time?—A. I do not. I do not know whether he was there or not.

Q. You had no conversation with him in the city of New York about it about that time?—A. If I met him I would ask him why he had not accepted my proposition. That is all I should ever say to him, or all that I ever could in any way.

Q. What time did you commence under your first contract?—A. I think I commenced in September. I commenced on the shot and shell on the 25th day of September, and. I think, about two weeks before that I commenced on the ship-houses. I commenced on the ship-houses on September 13.

Q. Had you commenced removing any property prior to that time?—A. I commenced on the 25th of September to remove the shot and shell, according to my agreement.

Q. Had either one of the bureaus made any advance of money or approved any bills of yours prior to that time?—A. No, sir: not that I know of. I never got any bill until my work was performed.

Q. No bill of yours was approved until the work was performed?—A. No, sir; never.

Q. No orders given?—A. No, sir; never. No orders except what are contained in these papers.

By Mr. HARRIS:

Q. Did you not get your pay as the work progressed?—A. Always. I never asked for my money until I earned it. If I earned $5,000, I would write a note to the commodore, and make my bill for $5,000. I never was refused. I never got a bill approved at Washington. They were always approved in the navy-yard.

By the CHAIRMAN:

Q. What was that agreement that you made with him?—A. I believe that is the meanest thing I ever did in my life. He is a miserable cuss around Philadelphia, and he has cheated me ever since I have been here. He came up in my room at the Continental Hotel one night, when I was there, and wanted to get a contract in the Navy Department. I asked him what he wanted. "Well," he said, "I want to remove the stuff in the yard." Said I, "Then what are you going to do?" He said it would cost so much money, $120,000, or something like that. He did not know that he could move it himself, but wanted me to go with him in partners, and I would not do that, because he had nothing to go with at all. He then said, "I should like to make an agreement with you,' and I gave him a pen and ink, and he sat down and wrote the agreement that I was to give him a percentage on what I got on $116,000, for removing the construction-stores. He wrote the agreement, and I signed it. The contract never was given out; it never cost half the money to do the work. Mr. Linn has sued me in the courts here, and the judge ruled him out without consideration. He had no show. That is the whole story of that Linn matter.

The CHAIRMAN. [Reading what purports to be a copy of the agreement made with him.]

"PHILADELPHIA, *November* 4, 1875.—By this agreement hereby entered into between Nathaniel McKay, of New York, and John W. Linn, of Philadelphia, it is mutually understood and agreed that in the event of said Nathaniel McKay receiving the contract for the removing of all and everything belonging to the construction department from the Philadelphia navy-yard to League Island, for the sum of $116,000, the said Nathaniel McKay is to pay to said John W. Linn the sum of $8,000 in cash. In case said McKay should receive a sum less than $116,000, then he is to pay said John W. Linn a less amount *pro rata*, cent per cent, payment to be made within sixty days.

"NATHANIEL McKAY."

The WITNESS. That was the agreement Mr. Linn wrote, and I signed it. That contract never was let out. Mr. Linn made his bid and sent it to Washington, so he told me.

Q. Looking to that agreement and to the date of it, (which is November 4, 1875,) and to the contracts which you had made previous to that date, what was there on hand to remove there?—A. There were no contracts for the construction-stores made up to that time. All the contracts for removing construction-stores were itemized and made after this.

Q. What do I understand to have been your bids received after that?—A. My bid was

$26,500 and $21,300. That took all the stuff. They could not have moved this stuff in the yard for three or four times the money that I got for it, and by the day.

Q. Coming down to the contracts for the removal of the ship-houses, they were not brick, were they?—A. No, sir; wooden. The trusses in the ship-houses weighed about ten tons. We took them down from the top with a derrick 110 feet long, put them in the water, towed them to League Island, hauled them out, and put them up in the same state they were before.

Q. Those were the only buildings that you, under your contract, were to re-erect?—A. Yes, sir.

Q. Were they re-erected according to the terms of your original proposition?—A. They were. One of them was lowered down, or made smaller, and the other was built just as it was before.

Q. How many stories lower was that one made?—A. It was cut off, I think, one or two stories; two stories. They gave me a plan, and I cut them off.

Q. Did the bureau abate your contract or agreement?—A. No, sir; they have not abated my contract or agreement in any way. I shall make them pay for cutting it off, because it cost more to cut it off and make new tenons and new posts, &c.

Q. Then you have a claim for damages?—A. I have no claim for damages at all. I have made no bill. I have not got quite done yet. I have a few men there. The claim will probably be only a few dollars. I hauled the ship-houses six hundred feet from shore, by hand, over the mud, down at League Island, which I think they ought to pay me for.

Q. What contract was it that Rice underbid you on?—A. The removal of the brick buildings in the yard.

Q. No; I mean the proposition which you made for $21,300. What was that for?—A. That was for removing live-oak, white-oak plank, and all the material of different kinds in the yard—cleaning it out to the ground.

Q. That proposition made by you you claimed to have been accepted by the commodore of the yard?—A. Yes, sir.

Q. Upon the face of that acceptance is not the term used, "subject to the approval of the bureau?"—A. Yes, sir; the bureau telegraphed him that he could confirm or reject. I claimed that he had once confirmed and could not reject.

Q. When did he once confirm?—A. The day after I went to work. He told me verbally to go to work. I brought four hundred men, twenty scows, and forty or fifty teams on the work.

Q. Had he told you verbally to go to work prior to hearing from the bureau?—A. He told me by letter to go to work. I had the work half done. He then put a board on the work.

Q. How long had you been at work before you were notified to cease?—A. I commenced to work Monday afternoon; Tuesday morning I put it in writing; Wednesday afternoon, at 4 o'clock, he sent me word to cease.

Q. Had you commenced to work before your proposition was reduced to writing?—A. O, yes; of course. I had no time to spare. I commenced in a minute. I would have put it in writing that afternoon if I had thought he was going to act in that way. As soon as I sent it down, Tuesday afternoon, he sent up word, 'Your proposition is accepted, and you will commence work at once, subject, however, to the approval of the bureau." Then Mr. Rice comes in the next day afterward. Somebody told him what I bid for, and he said that he would move the balance of the material in the yard then for $10,000. I telegraphed to the Secretary of the Navy that Commodore Preble had stopped me from working after getting my contract half done; and also telegraphed to Mr. Hanscom.

Q. Was not the fact that before Commodore Preble saw you or gave you permission to go to work that he had received, from the head of the Bureau of Construction, orders to invite proposals for that work?—A. No, sir.

Q. Had you not made your proposition in the first place to the head of the bureau a Washington?—A. Yes, sir; then it was referred to Commodore Preble. I came to Commodore Preble's office with Mr. Hartt. The office was in South Broad street. Mr. Hartt went up stairs. Afterward Commodore Preble sent for me to come up. I went up. He told Mr. Hartt to put everything in the yard in this proposal; to have it all cleaned up. Mr. Hartt went home and wrote the proposition to include all the material in the yard that I had not included. It was sent down to the commodore. I had signed it. The commodore sent me word, "Your offer is accepted, and you will commence work at once, and notify Mr. Hartt to take his men off."

Q. Do I understand you correctly that you had actually commenced work before that?—A. Yes, sir; I commenced before it was in writing because he told me to commence work.

Q. Your proposition was in writing to the bureau? You had not commenced prior to that time? You had not commenced work before you submitted your proposition to the bureau?—A. No, sir.

Q. Then the proposition which you made to the bureau was sent over to Commodore Preble for his action?—A. Yes, sir.

Q. He referred it to Mr. Hartt?—A. Yes, sir.

Q. Mr. Hartt amended it and carried it back to the commodore?—A. Yes, sir; that was

Monday afternoon. I went to the commodore's office with Mr. Hartt. He sent for me. He had written me a note that he thought the ship-knees were charged $650, and it was too much; that was the only complaint that he made. I could not see that it was too much. I think it cost me all I got to take the ship-knees down; every cent of it. I worked at night on them after dark. On Tuesday afternoon the commodore sent me this proposition back, "Your offer," of such a date, "is accepted." That was on the 14th. Then I went to work.

Q. You had not commenced work before you got that?—A. I commenced Monday afternoon, as soon as I got back from the commodore's house, because I was then in the yard.

Q. What authority had you on Monday evening?—A. Because the commodore told me in his office, with Mr. Hartt, to commence work right away.

Q. And that was before Mr. Hartt had made his report on the reference to him?—A. Yes sir; when he was making it. It was put in writing that afternoon, and the next morning I went to Hartt's office and signed it. It was sent down to the commodore's, and came back Tuesday, "Your offer is accepted, subject to the approval of the bureau;" and then the bureau sent him a telegram, saying that he could accept or reject. I had five hundred men at work on this work, because I had just finished my other contract.

Q. On Wednesday, when he got that telegraph, he stopped you?—A. He sent down for me to stop at four o'clock. I paid no attention to the telegram at all.

Q. Was not that telegram, then, to give to Mr. McKay the preference at the same bid of the party who had proposed a less sum than yours?—A. I did not see any such telegram. I have a copy of the telegram in a pile of papers from the commodore. Every marine in the yard, I believe, had a paper for me, and a gun.

Q. You stopped?—A. I did not stop.

Q. The marines stopped you, did they not?—A. On Thursday, at 11 o'clock, Captain Welles came to me and wanted to know if I was at work. I told him I was, and was going to continue to work. It was then quarter past 11 o'clock. He said, "I order you to stop now." Said I, "Captain, I will stop at 12 o'clock with my men" I took out my watch. Says he, "You must stop now." "Well," says I, "I will not stop; what will you do?" He said, "I will bring the marines out." I said, "I will not stop for a Government officer. I did once, and lost all the property I had in the world." Then he brought the marines out and stopped me. In the afternoon the telegram came, saying, "If McKay will remove the balance of the stuff for $10,000, he can do so."

Q. Have you a copy of that telegram?—A. I will furnish one to-morrow.

Q. Had you, in the mean time, telegraphed to Washington?—A. I sent a hundred words to the Secretary of the Navy, which you can get, and also to Mr. Hanscom.

Q. You were then allowed to go on?—A. Then, in the afternoon, the commodore came up with the contract, and dated it back one day for me to sign. It was dated on the 16th instead of on the 17th, and I told him I never antedated. On Friday morning I signed the contract to remove the balance of the stuff for $10,000. Then he put on a board of officers, consisting of Hoover, Mr. Hartt, and Captain Welles I do not know what Captain Welles's report was. I saw Mr. Hartt's. I thought so little of Captain Welles's report I never read it. Captain Welles's report, I think, was somewhere about $2,000. Mr. Hartt and Hoover surveyed the work, and thought I had done about half of the first contract. I think it was between nine and ten thousand dollars that they reported; that I have not got paid for.

Q. Have you been paid to the extent of $10,000?—A. I have.

Q. Beyond that have you received anything?—A. Not a cent. My claim is in Washington now. I am going to get it.

Q. How many scows did you employ in the removal of the property that you had purchased at the navy-yard?—A. I cannot tell you. Mr. Seyfert paid the bills, and I have the name of every scow.

Q. At the time that this property that you had purchased was being removed, was the Government engaged in the removal of their stores?—A. The Government was removing the equipment-stores. Commodore Schufeldt's men were doing that.

Q. Were you the contractor?—A. No, sir.

Q. Did you have any contract, or were you to fill any contract, for the removal of property during the time that you were removing your purchases from the yard?—A. Yes. I was removing stuff all the time that we had bought at auction.

Q. Did you remove any of the property purchased by yourself at night-time?—A. No, sir; not a pound. I think Mr. Matthews, a broker, who sold the stuff for Seyfert, told me to-day that he had removed one scow at night to save the ice in the winter; to get through some canal, thinking that he was going to lose it.

Q. State whether any agent or employé of yours did so.—A. No, sir; never.

Q. Were you engaged at night-time yourself in removing or superintending the removal of any Government stores?—A. I was, several nights.

Q. During that time were your scows or barges, or those that you had employed, or that were employed for Seyfert, McManus & Co., being loaded?—A. No, sir; not to my knowledge.

Q. I understood you to state that no complaint had been made to you at any time or

charge that the laborers, either in your employ or in the Government employ, had been placing property of the Government in your private barges or scows.—A. No, sir; none was ever made to me.

Q. You heard of no such charge or complaint during the period of time you were engaged in it?—A. No, sir; not one.

Q. Were you interested in the iron that was taken from the Nebraska?—A. No, sir.

Q. Or in her boilers or machinery?—A. No, sir. The boilers I bought at $46 a ton. I do not know whether they were the Nebraska's or not. I never had anything to do with the iron that came off the hull of the Nebraska.

Q. Who bought that?—A. I do not know. I think the iron was all gone before I got in the yard at all. I do not know anything about it, and had nothing to do with it.

Q. Speaking of your controversy with Mr. Rowbotham, did not that controversy arise out of the fact that he directed you to remove or pointed you to the machinery of the Nebraska for removal, and you declined to remove it?—A. He wanted me to remove a lot of old scrap-iron on the new purchase. It was sold at auction. Mr. Roach was to take it away. I told him that was not in my bid at all. When I made my bid I did not include that stuff, and I was not going to move it.

Q. Did not that include the machinery and the boilers of one or two vessels?—A. No, sir; only the Antietam's engine. That we took down. I was not going to move anything except what was pointed out to me.

Q. Did he not point out these?—A. He might have done that; but when I took my contract I went around to Mr. Newell, and he showed me what was to be delivered. Mr. Rowbotham never pointed out anything at all to me to go. He came there and wanted everything boxed, and greased, and polished; but I took in all of it, and I told him he was putting obstacles in my way.

Q. Do you remember the time or occasion, if such was the fact, that some of your men were detected in throwing saws out of a building?—A. Yes, sir; some knives or something of that kind. I could not keep every fellow from stealing. Some people would steal 20 pounds of lead or copper. I could not watch 500 men in the yard.

Q. You heard of that?—A. Yes; in a minute. Captain Welles came to me to discharge the men. You would have had to discharge all the men. The gate-men were there to see to it. The guilty parties were discharged, I think, right away.

Q. Did you bring any influence to bear personally or politically in securing this contract?—A. I never did; my contracts are records.

Q. Did you ask any gentleman, Mr. Randall or anybody else, in relation to them?—A. I never did. When I came here from New York, I was to be killed right away, and my men with me, and they sent bolts of iron at me and at my men whom I brought from New York. I brought a big Dutchman, 6½ feet high, to take down the Antietam. They sent a a bolt at him that would have killed him if he had been struck. Mr. Charles O'Neill came down and swore "by God" that I should not have the work. He said I was an outsider. Mr. Sam. Randall did the same thing. "The next time you come here with a New York gang, we will scalp you." I told him that he had not done it yet. We fight like dogs.

Q. Did you take on and discharge from your private employ, while you were engaged as such contractor, at the instance of any politician, Mr. Randall or others?—A. I took men from everybody. I did not care who they were. I sometimes had to hire a hundred men a day.

Q. Do you mean that to be in response to my question, which was rather specific?—A. I do not know that I hired them for Mr. Randall.

Q. Did you for Mr. O'Neill?—A. No more than for Mr. Randall, that I know of. I have no record of it. Sometimes people would come down with a card from Mr. Randall or Mr. Myers. They found fault with me because I did not pay any attention to them. I told them I was not a politician, and I wanted to do my work. Mr. Charles O'Neill would send me down some men, and they were not worth a cent. Get them on a stick of timber, and forty would not do more than three ought to. They were a lot of dry-goods rats. My men came to work for me. They had to work.

Q. Have you ever made any present to any person in the navy-yard or connected therewith, or in the naval service?—A. I made a present of a watch to Mr. Hartt at Christmas, and he gave it back to me. He never took any, and he would not take any from me. He thought there would be some talk about it.

Q. When did he return it?—A. Good while ago.

Q. How long after the present?—A. In a very little while.

Q. Was any other present ever made by you?—A. No, sir.

Q. Do you remember making any presents to the families of any one?—A. No, sir.

Q. Did you loan them any money?—A. No, sir.

Q. Did you pay any bills for them?—A. No, sir.

Q. Neither for them nor for their families?—A. No, sir; not that I know of.

Q. Do you know of anybody else doing such a thing?—A. I do not.

By Mr. HARRIS:

Q. Did you ever say to any person that you had made or were to make a present or a payment *to Secretary Robeson, Mr.* Hanscom, or any member of their families?—A. I

never did in my life. I called on Secretary Robeson at the time I took my last contract from the navy-yard at $21,000. I sent my card and went in. I asked him what I would do about the contract. He said he knew nothing about it. I said, "Cannot you give me any satisfaction?" He said, "I know nothing about it. I will refer you to the officers. Mr. Hanscom can do what he pleases. What do you suppose I know about what there is in the navy-yard?" I walked out. I never had any conversation with Mr. Robeson about the others in any way.

By the CHAIRMAN:

Q. You say that you had no conversation with him in regard to these other contracts?—A. No, sir; not a word.

Q. Did you not about the steam-engineering affair?—A. Yes, sir; when he cut me down $1,400 at his room over here.

Q. Was it not by his special order and direction that Mr. Wood accepted your proposition?—A. Yes, sir; it was a letter from him addressed to the bureau cutting me down lower than the price was when we bid, on account of the fight in Philadelphia to get it away from me. I bid lower than anybody else. They found out the price. Neafie and Levy, I believe, were the ones who offered to do it at less when it was awarded to me.

By Mr. HARRIS:

Q. After the award had been made to you?—A. Mr. Wood had told Mr. Smith to accept Mr. McKay's bid. Of course, before he signed it, I suppose he had to see the Secretary, and that delayed it for a day or two, and they had found out that the contract was awarded. to me. They sent on word that they would take it lower; and it hung for a long time. The Secretary said that he would give me so much for it, saying $10,000, and that it was not worth any more than that. I told him that I would not take it, and then he agreed to give me $13,000 for it. His clerk was in the room at the time when I was there.

By the CHAIRMAN:

Q. You never made a present of empty bottles to a friend, did you?—A. I always make them full.

Q. What was that present made by you to Briscoe?—A. I do not know what they were. I know I sent a fellow out of the yard that came there with some full bottles one day.

Q. Do I understand you to say that that attempt to make a present was without your authority?—A. No, sir. The fellow did not know how to carry them in the yard, and I sent him back again. He sent them open.

By Mr. HARRIS:

Q. State that fact just it was.—A. I sent down probably two bottles of whisky and three bottles of brandy to Briscoe, and supposed that it would come down in a bag; and the bottles came down all sticking up in a basket, and I sent the fellow out of the yard quicker than lightning.

Q. What was the object of the present?—A. No object at all. He was a boatswain in the yard, and did me some favors. He was the smartest man I ever met in my life around the yard.

Q. What were his duties there?—A. He had charge of the equipment department, rigging, &c.

Q. They were then removing stores from the bureau of equipment, were they not?—A. No, sir; not then. They did not remove them for months afterward.

Q. What were you engaged in at that time?—A. I think I was removing the ordnance-stores for Commodore Jeffers.

Q. They were removed a month prior to those of this bureau of equipment?—A. Yes, sir; a long time before. Commodore Jeffers was the only smart one there in the lot to get his stuff down. It would have cost him $10,000 to remove them, and I moved them for $5,000. He would have been all winter at it.

Q. To how many different places did the property that you bought at the navy-yard go?—A. I cannot tell you. I never sold a pound of it.

Q. Did you not direct the points to which it should be shipped?—A. No, sir; I never did. I never made a bill of lading. I never had anything to do with it. Mr. Seyfert sold it all. Mr. Seyfert took it through Mr. Reynolds. I never touched it. If I had handled the property that I bought in the yard myself. I should have made money out of it. It cost nearly as much, through Reynolds, to get the property out of the yard as it did for me to remove the navy-yard. I think it cost ten or eleven thousand dollars to remove the old stuff that we bought in the yard. The money was thrown away.

Q. Did you not make any other present to any of the employés about the yard?—A. No, sir; never. I might have sent a case of champagne; I think I did. I might have sent one to a member of Congress. I should not, however, want to put that on record. It was not to bribe anybody. I did not want to bribe anybody with a case of champagne, and I do not think that would fetch a man.

Q. Did you ever send a case of champagne to any officer of the Navy Department?—A. I never did.

Q. Did you, aside from Rice and Linn, have negotiations with any other party in reference to combinations, either to bid or not to bid?—A. No, sir.

Q. What induced you to enter into that agreement with Linn?—A. Linn wanted to. He wanted to get something to do, and he wanted to make some money. I had no other inducement in the world.

Q. Did he not tell you that he was about to become a bidder?—A. He was a bidder then at that time. Linn could not have moved the stuff, whatever he might have got, to save his life. He is the same man who got old Mr. Hoover turned out of the yard. He put $500 under his table. He is the same man whom they examined here in 1865 in relation to the navy-yard frauds, when there was so much talk here. Mr. Hoover was the old constructor. Linn got him turned out of the service. I have sent to Washington for his record.

Q. State whether you have bills, which have been approved by the Department, which are now unpaid.—A. Yes, sir.

Q. To what extent?—A. I think about $20,000.

Q. Were any of your bills paid out of the League Island appropriation?—A. I cannot tell you that.

Q. Do you remember the time that the money for the sale of this yard was paid into the Treasury?—A. I do not know anything about that.

Q. Has any person been removed or appointed in the naval service at your instance and request?—A. Never. The only favor I ever asked of any one in the naval service was of Commodore Welles, to keep a gunner here.

Q. Have you recommended persons to the Secretary of the Navy for assignment to duty at different places?—A. Never in my life. I never spoke to him about it.

Q. Have you not, through other persons, brought efforts to bear for the purpose of securing the removal of the present naval constructor at Boston?—A. No, sir; I had nothing to do with it whatever.

Q. Have you made no statement of that kind to any one?—A. Not that I know of. There has been talk in the newspapers, but my name never was mentioned. It does not make any difference to me what naval constructor is there, or who he is.

Q. I understood you that you had about $20,000 of approved bills of the Government yet unpaid.—A. Yes, sir. I have about $10,000 of unsettled claims.

By Mr. BURLEIGH:

Q. That would make about $30,000 altogether.—A. Yes, sir; about $32,000.

By Mr. JONES:

Q. Did they usually pay in approved bills or cash?—A. Always in approved bills.

By the CHAIRMAN:

Q. Do you know of any fund being raised for the benefit of any political party from contractors with the Navy?—A. I do not, and never heard of it. The only thing I ever saw or heard of was a statement in the Tribune, saying they were going to assess each officer $5 through the Naval Academy, to present some bill to your committee.

Q. Did you not, within the last eight weeks, in the city of Washington, say that you were raising money for the purpose of being used in the then pending election in the State of New Hampshire?—A. No, sir.

Q. And that you had written to a gentleman in the State of Rhode Island, who had been a contractor with the Navy Department, to contribute so much money, and that he had replied to you that, until he got another contract, he would pay no more money?—A. I do not remember of making any such statement to anybody.

By Mr. HARRIS:

Q. Do you remember such a fact?—A. No, sir; I do not.

Q. Have you not made any attempt to get money for an election?—A. No, sir; I have not.

Q. Do you know how that story could have been gotten up?—A. I do not. They carry all kinds of stories.

Q. Do you not contribute to the elections in Massachusetts?—A. I do not. It does not require any money in Massachusetts. They know how to vote without that. I will furnish to the committee, if they desire it, the name of every employé and captain of tug whom I ever employed, to be called as witnesses in my behalf.

PHILADELPHIA, *April* 10, 1876.

JOHN RICE sworn and examined.

By the CHAIRMAN:

Question. Do you reside in Philadelphia?—Answer. Yes, sir.

Q. What is your business?—A. Builder and contractor.

Q. Have you had any contracts of any kind during the last few years with the Government?—A. Only one at the navy-yard.

Q. What was that contract and when was it made?—A. It was for the removal of the buildings to League Island, taking them down and removing the material.

Q. About when was that contract entered into?—A. I think it was the 12th of November.

Q. Was it a written contract?—A. Yes, sir.

Q. Have you it with you?—A. I have not.

Q. With whom did you make that contract?—A. With the Secretary of the Navy.

Q. State whether or not it was after an advertisement.—A. It was upon a written invitation to bid.

Q. You were invited to make a bid?—A. Yes, sir.

Q. Who called upon you?—A. The letter was sent to me from the Department to bid.

Q. By whom was it signed?—A. I do not remember that. I think it was signed by the head of the bureau, Commodore Howell. It came from the Department Bureau of Yards and Docks.

Q. What was your offer?—A. My bid was thirty-two thousand and three or four hundred dollars. The specific work was to take down all the buildings and remove the material to League Island.

Q. Did that include the two ship-houses?—A. No, sir; I had nothing to do with the ship-houses at all.

Q. You were to take down the material of all the buildings except those two?—A. Yes, sir.

Q. And also to remove the material to League Island?—A. Yes, sir.

Q. Were you to erect any buildings there?—A. I made the bid for the erecting of the buildings again. That was the first proposal. The day before we made the bid they asked me to separate it, and I separated it while in Washington, showing how much it would cost to take them down and remove the material, and how much it would cost to do the whole.

Q. They put out only the bid to take them down?—A. Yes; $32,400, I think it was.

Q. State if your bid was not $32,554.—A. About that sum.

Q. For rebuilding, $116,000, making, altogether, $148,554?—A. Yes, sir.

By Mr. HARRIS:

Q. What time was given you within which to perform the labor by your contract?—A. The time in the contract was named, and I objected to it because it was not time enough. They told me that if I got the building down by the day of the sale, that would be all they would ask. The time was fixed shorter because it had been delayed. The time to take them down and remove them was not long enough; it was only fifteen days. Therefore, the Secretary told me that I could have the thirty days.

Q. Did you accomplish all your work within that time?—A. Yes; there was not a pound of material to remove after that day.

Q. Who competed with you for that?—A. I do not know anybody but Mr. McKay. There were others, but I never heard their names.

Q. Were these invitations sent to several persons?—A. I do not know.

Q. Do you know what Mr. McKay's bid was?—A. I think it was for the same that I bid, $57,000; that is, for taking down and removing. That was, separating his bid. His bid was, for taking down and rebuilding, something like $160,000, I think.

Q. And yours was $116,000?—A. It was when separated. His bid for taking down was something like, I think, $25,000 higher than mine.

Q. State whether or not the price paid was more than adequate.—A. No, sir; it was a very low bid.

Q. Were you able to do it within your bid?—A. It was so close that I could not boast about it.

Q. There was some margin?—A. Very little; I supposed, of course, I was going to do the whole of it.

By the CHAIRMAN:

Q. In what manner was your attention brought to these contracts?—A. Mr. Charles O'Neill sent it to me. He was asked by the Department, to send a Philadelphia builder there, and he brought the invitation to me.

Q. And you went on to Washington and made your bid there?—A. I made it up here and took it on there.

Q. And you bid in gross for the taking down and rebuilding?—A. Yes, sir.

Q. That was the proposition as submitted to you, was it not?—A. Yes, sir.

Q. Specifications were given?—A. Yes, sir.

Q. And you made it responsive to that suggestion?—A. Yes, sir.

Q. After you got to Washington you were asked to separate your bid?—A. Yes, sir.

Q. Yours was the lowest for taking down, and it was awarded to you?—A. Yes, sir.

Q. You say that you had some idea of Mr. McKay's proposition?—A. I think it was published in the newspapers. I did not ask the Department. The next day the bids were published.

Q. Did you ascertain it from Mr. McKay?—A. No, sir.

Q. Did McKay ever at any time make a proposition to you to withdraw your bid and to give him a showing at it?—A. Yes, sir. Not to withdraw it.

Q. What was that?—A. It was before I put it in. He was a stranger to me, and I never met him but once or twice before. That was by accident. He was pointed out to me as the man before he made the proposition. I knew him by those one or two interviews. He made overtures to me to prevent my bidding—that is. to withdraw from the bidding. What his motive was I do not know, except to get it himself.

Q. What sum of money did he propose to pay you?—A. He commenced on a price, and I listened to him to know what it meant. As I have said, he was a stranger to me. He first offered me $15,000, and I shook my head; and then he agreed to give me $20,000. I told him that I could not sell myself or my Government; that I would enter into no conspiracy of that kind, declined his offer, and declined to have anything to do with him.

Q. At that time did he state to you that he had any advantages in the way of information?—A. I did not pay any attention to his remarks, because I thought that they were more of assurance than anything else; what his position was I did not know. I presume he thought if he was the lowest bidder he would get the contract, of course.

Q. How many days prior to the letting of the contract was it before you were informed by Mr. O'Neill of your opportunity to submit a proposition?—A. Some days; long enough for me to make up my estimate by an exact measurement of the buildings, counting all the bricks in them and the material; certainly more than a week.

Q. Were you invited to make any other proposition in regard to any other buildings?—A. No, sir.

Q. What are the particular buildings upon which you submitted your proposition technically known as the navy-yard?—A. The ordnance-buildings, commodore's office, sail-loft, construction-building, blacksmith's shop, officers' dwelling-houses, saw-mills, foundery, joiner-shop, iron store-houses. There were seventeen in all.

Q. Did that include the buildings known as the ship-houses?—A. They were contracted for previously to that time.

Q. Who was the contractor?—A. I understood from hearsay that McKay was.

Q. As a matter of fact, did not McKay afterward remove those?—A. I think he did; I never paid any attention to McKay's movements there.

Q. Did you have any difficulty with Mr. McKay?—A. I never had myself; he had some difficulty with my son in getting possession of docks to ship our material. He was a pretty energetic fellow, and he took possession of everything that he could for his own advantage; the difficulty did not amount to much. My son was a peaceable young man, and would not quarrel with him. That was about the amount of it. He might have had a quarrel with him if he had wanted to.

Q. What was the value of the material that you moved to League Island?—A. I estimated that there were 4,000,000 bricks; there were that many bricks sent down there. They are better than any new bricks that we can buy. There were also about three and a half million feet of lumber, and something like six hundred odd window-frames, sills and sash and doors of the houses. We took out and shipped all the good slate. I fulfilled my contract as closely as I could in taking everything down there that was valuable.

Q. In this removal was there much destruction?—A. No, sir; only of lumber in taking it down. They drove us a little fast. Nothing was destroyed of any consequence excepting the roofing-boards, which were old and decayed; and, of course, in taking them down they would break. We did not ship any of that *débris* to League Island. We shipped only the good lumber, and there were three and a half million feet of that.

Q. You undertook to make this removal without expense to the Government?—A. Yes, sir.

Q. Did the Government furnish you with any assistance in transportation in any way?—A. The only assistance the Government furnished me was to pay for tugs, which was in their contract: they were to furnish all that towing. They could not give me the tugs, and I hired them myself, they paying for them; they paid only for the hire of the tugs.

Q. Do you remember how much transportation the Government paid for in that way?—A. I think about $1,400, as near as I can recollect.

Q. All the hauling and handling at this navy-yard here was done by you and at your expense?—A. Every cent of it.

Q. When it was delivered at League Island you deposited it upon the wharf or landing, did you?—A. Yes, sir; in the cars; we put it almost entirely into the cars at League Island.

Q. This transportation upon the island from the cars to the houses to be erected was done by the Government?—A. Yes, sir; at the Government expense.

Q. Do you know anything about the mode and manner and cost of that?—A. No, sir; they did it as economically as they could, I think. I was not there much myself; my son attended to it. They employed cars and carts to take it away as fast as they got it. It was not an easy thing to do. We had to get it down by a certain time. We had to push that all the time and get them out of the way.

Q. If the bricks, and lumber, and material that you transported from the navy-yard here to League Island was put upon the market to-day, what would you say would be a fair, rea-

sonable value for it?—A. The bricks there are as good as new, as I said before; and I estimated that they were $9 a thousand at the navy-yard.

By Mr. HARRIS:

Q. How many of them were there?—A. 4,000,000.

Q. Now, as to the lumber.—A. The lumber I could not make any better than it was. For the purpose of girders, joists, and window-frames, it was as good as any new lumber I could put there, and better than most lumber; and for the purpose of building there, it was worth all I estimated to the Department. In making my proposal I stated to the Secretary that there were so many bricks, which would be worth so much money to the Government, and that the lumber would be worth so much more, showing that the removal was a matter of profit to the Government, as I believe it was.

Q. Your estimates of the value of this lumber were in writing, on file in the Department, I suppose?—A. They have the estimate there, sir.

Q. And your judgment, since it has been removed, accords with what you estimated it then?—A. Yes, sir; we estimated a low and safe amount, and the bricks turned out much better, and there was less waste of them than I expected, so that there were as many bricks as I estimated, although we did not move them entirely, for the reason that there were some bricks there that we had to give possession of the last day of the month, when the sale was made. Everything there went with the sale.

Q. Was that the brick that you had taken down?—A. No, sir; I moved all the bricks that I took down.

Q. I understood you to state that you had taken them all down?—A. All except a very few. There were some pieces of wall about that were standing. The lawyer for the Government said that any brick in place must not be removed, because it went with the sale. I obeyed this order. Still, there were more bricks there than I estimated at first.

Q. Did any advantage or disadvantage occur to the Government from the short time that there was allowed for the removal? In other words, suppose you had been allowed a month or two months longer in which to make the removal, could you have done it at a less price than you submitted?—A. No, sir; it would have cost me less if I had had more time.

Q. Could you have saved any more of the material?—A. No, sir; no more of the bricks or joists. We might have taken down some of the boards a little more carefully, but they were not fit to be removed.

By Mr. BURLEIGH:

Q. I thought you said you left some of the walls standing?—A. Some spurs of walls; but they were not of much account. Our orders were that any brick then in place were not to be displaced; that was after the sale.

Q. Do you know anything about any unlawful or improper removal of property from the yard?—A. I do not; not a word.

Q. Were you an attendant at any of the sales made there?—A. No, sir.

Q. Have you any knowledge about it?—A. No, sir; I only know by hearsay that there was a sale of old iron and timber, &c.

Q. Do you know anything about the mode or manner in which Mr. McKay performed his contract with the Government?—A. No, sir; I do not. I avoided as much as possible having anything to say to him or going near him.

Q. Do you know anything about Mr. McKay's agreement or arrangement with a gentleman named Lynn?—A. No, sir.

Q. Are you the gentleman who made or submitted a proposition for the removal of the ship-houses?—A. No, sir.

Q. Was that your son?—A. He made no bid for the removal of the ship-houses.

Q. There was a proposition submitted?—A. These contracts were made before I was invited to make this bid.

Q. Was it you or your son who made a bid of $10,000?—A. My son bid that in my name. That was for removing the timber, I believe, although I never saw it in the construction department; that is to say, knees and timber of all kinds that lay there. They had been moving it previously to that, and Captain Wells asked me to send to him a proposition to remove it. In the evening, when my son came home to the house, he told me that he had made such a proposal in my name.

Q. The proposal was to remove it for $10,000?—A. Yes, sir.

By the CHAIRMAN:

Q. What success did he have in that proposition?—A. He did not get it.

Q. Could the property have been removed by you at that price?—A. Well, we thought it could; he thought it could.

Q. It was a proposition made in good faith, was it?—A. O, yes; the contract would have been carried out if we had lost money.

Q. But you did not make a proposition with a view of losing money?—A. No, sir; it was not a proposition in the way of a job, or anything of that kind; it was a clear, clean, fair, square proposition.

By Mr. HARRIS:

Q. Your son offered it to Mr. Welles?—A. Captain Welles asked him to make the proposition.

By Mr. BURLEIGH:

Q. Do I understand you that your contract was to take down all these buildings and remove the material to League Island at your expense?—A. Yes, sir; and the Government paid no expense except what was in their contract. They were to provide me with tugs.

Q. Who got the contract for rebuilding?—A. No one got it. It has not been made at all. I have been wanting to get it, but I do not think the Secretary will make it in that shape. He intimated as much to me.

By Mr. JONES:

Q. How many bricks were there standing undisturbed at the time of the sale?—A. I cannot say, exactly; perhaps a couple of hundred thousand.

Q. If you had had more time, could you not have made a lower bid to remove the buildings to League Island?—A. No, sir; I would not have made any lower bid than that.

Q. Not if it had been two months earlier?—A. No, sir.

By Mr. HARRIS:

Q. Did not your contract require you to remove those standing bricks?—A. I was to remove all material; but inasmuch as I could not get them, I did not make any deduction, because I had been detained in the removal. The stores were not empty when I took it, and I did not feel that I was entitled to make any reduction. On the contrary, I thought otherwise.

Q. So that those spurs of walls were legitimately within your contract?—A. Yes, sir.

Q. But you were delayed so that you were not at fault for not removing them, as you construe it?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Were those bricks that you left there worth $9 a thousand?—A. No, sir; there would have been an expense of $4 a thousand, I think, to clean all the bricks. Those bricks that are left there are not cleaned.

By Mr. HARRIS:

Q. Do you understand who got the contract for removing the timber to which you alluded that your son bid on?—A. I understand Mr. McKay did.

Q. Do you know at what price?—A. No, sir.

Q. You do not know whether it was at a higher or lower price?—A. No, sir; I understand that he took it for the same price. I do not know that.

By Mr. JONES:

Q. Did you use all precaution in taking down these buildings?—A. Every precaution that the most careful man could use.

By Mr. HARRIS:

Q. Did you take down those frames so that they could be erected again?—A. Yes; they were all boxed up.

Q. The boards, windows, doors, and all the things of value, and each building could be put back?—A. Yes, sir; they were all numbered as belonging to each building, and every timber is marked to its building.

By Mr. JONES:

Q. And the finish taken off from the rooms?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Could any one put them up to as good advantage as you could?—A. I do not think they could, for the reason, first, that we believe we can do things as well as anybody, having had an experience of forty years; and again, we knew what they were. I look upon Government the same as an individual. I have had contracts with the Government, and I am not ashamed of my record. I went through the Capital building at Washington without a question occurring as to the character of the work.

PHILADELPHIA, *April* 10, 1876.

GEORGE RICE sworn and examined.

By the CHAIRMAN:

Question. Did you have any interest in the contract of your father?—Answer. No, sir nothing more than the interest of a son.

Q. Were you at the navy-yard attending to the execution of his contract?—A. Yes, sir; from 7 in the morning until 5.30 at night.

Q. During that period of time did Mr. McKay have any contract with the Government for the removal of property?—A. Yes, sir; I have so understood.

Q. Did you see Mr. McKay and his employés engaged in the execution of that contract?—A. Yes, sir.

Q. Did you submit, either in your own name or in the name of your father, a proposition for the removal of the remnant of the property left at the close of the general work?—A. I did, in my father's name, as attorney. It was signed "John Rice, by George Rice."

Q. What was that for?—A. It was for the removal of the balance of the construction-stores, consisting of lumber and coal. I think there was a large amount of lumber, and about four hundred tons of coal. My estimate of the lumber was about a million and a half feet.

Q. Was Mr. McKay then engaged in removing the balance of construction-stores?—A. He was not that day that I first spoke about it.

Q. Had he commenced?—A. He commenced the morning I submitted the proposal. The first I knew of that, Captain Welles met me in the yard and asked me what it would cost to remove the balance of the construction-stores, or rather all the property belonging to the Government. I did not know why he asked me. Thinking it was only an expression of opinion, I told him $10,000. I was tolerably familiar with the amount of material that was there, although not entirely so, nor so much so as to make a bid. He asked me whether I would authorize him to report that. I told him, "Yes." That is all that occurred that day. The next day I received a letter from him, which is as follows:

"UNITED STATES NAVY-YARD, PHILADELPHIA,
"*December* 15, 1875.

"MY DEAR MR. RICE: Go immediately to the commodore's house, on Broad street, and see him about making an offer to move the material of the construction department. The inclosed is a copy of a telegram, which explains itself, and which arrived at my office at 3 p. m. from the commodore.

"Truly, yours,

"CHAS. H. WELLES,
"*Captain United States Navy.*"

By Mr. HARRIS:

Q. At that time McKay was moving?—A. At that time, in the afternoon, he was moving. He commenced in the morning. That was the first intimation I had that they were going to give it out by contract, or that they had any contract. I did not know that Mr. McKay was moving that day.

Q. What did you do?—A. I went up to the Commodore's house and submitted a proposition to do the work for $10,000.

Q. Was that proposition sent to Washington?—A. I presume so. Commodore Preble asked me whether I was willing to put it in writing. I told him, "Certainly;" and sat down and wrote the proposition there, and signed it for my father. I could not reach my father that afternoon, and signed it for him.

Q. How many men had McKay then at work?—A. I could not say. I suppose he had two or three hundred men at that time. I do not know what he had in the department. He had a large number of men. We had 400 ourselves, and the Government was working and Mr. McKay was working.

Q. He was at work on that very timber then?—A. Yes, sir.

Q. How many scows had he?—A. I do not know that. I do not think he had any scows for that. He rafted it down.

Q. When did you next hear from your offer?—A. Commodore Preble told me that he would accept that, subject to the approval of the Department at Washington. The next afternoon I went over to Captain Welles's office to see whether there was anything from it, and he had heard nothing until 4 o'clock in the afternoon, and then he read me a copy of a dispatch which authorized some one, and I do not recollect whom, to make the contract with Mr. McKay; to allow Mr. McKay to go on with his work, provided he would sign a proposal similar to mine.

Q. Do you know whether he did that?—A. I understood that he did. He worked that day, and the next morning was stopped forcibly by Captain Welles.

Q. And resumed his work the next day, and went on and finished it?—A. He resumed the next day.

Q. Did you at the time know that McKay had put in an offer to remove that?—A. The first I knew of McKay's offer was when I got to the commodore's house.

Q. Did you there learn that he had made an offer that had been accepted?—A. Yes, sir.

Q. At $21,000?—A. The common report and rumor about the yard was that it was $25,000.

Q. So that you did learn that he was working then under a contract to remove it for $21,000?—A. Yes, sir. Commodore Preble made the remark to me when I named the sum

of $10,000, "That is more like the thing than $25,000." That was the first information I had that McKay was working on it.

By Mr. JONES:

Q. That is, when you made your offer you did not know that he was working on it?—A. I did not. I did not know anything at all about there being a contract.

Q. You did not suppose that you were bidding to get anybody else's job away from them, or that it had been contracted?—A. No, sir. My proposition of $10,000 was based upon the belief that the captain wanted an expression of opinion. I did not know that he was asking me for a bid.

By Mr. BURLEIGH:

Q. Would you have considered yourself bound to do the work, provided the bid had been accepted at $10,000?—A. I should have been very glad to have done it. Afterward I went over the thing carefully, and I should have been very glad to have done it at those figures.

Q. Did you have any trouble with McKay?—A. We were squabbling there, each of us trying to do our own work.

Q. Had you at that time come in contact with him in any way?—A. Yes, sir. The last day we were allowed to work, throwing down, I had some trouble with him.

Q. What was the trouble then?—A. That was only a question between us. It was a private matter. I had orders from the Secretary of the Navy, who had been there the day before. He directed me to go on and throw down everything until I heard from him. He explained to me that at the time of the sale everything that was standing would belong to the purchaser, and that he would notify me. This was after 1 o'clock. We had one building there at which we were at work, and which we had only got possession of three days before. I was anxious to get as much of it down as I could possibly, and we were throwing the walls down, and McKay came along and asked me to stop. I told him that I could not then, because every moment I was expecting an order from the Secretary of the Navy to stop, and I wanted to get down all that we could. He told me that I would have 30 days. I told him that was not my understanding of it; that Mr. Robeson gave me positive orders to go on throwing down, regardless of whatever might be under it, until I received his dispatch. The dispatch was in the yard at the time, although I did not know it. It had not reached me.

Q. Did your throwing down interfere with him?—A. It did, and it did not. He could not have done anything; there was a large piece of machinery lying there. He could not haul by it. I was expecting the order every moment, and only wanted to go on until I got that order, and then promised to clear the gangway. I was obliged to throw the wall down, because there was a frame building standing in such a position that I had to work at it. He then went to Captain Welles, and Captain Welles gave me an order to stop. I went down and saw the captain personally about the order, and told him exactly what had passed between the Secretary and myself, and I asked him to go up and see the situation of affairs; to show to him how little it interfered with Mr. McKay; to let me go on, and we had some words there. He took hold of me, and Captain Welles stopped it.

Q. You made a contract to remove the brick buildings for a certain sum of money?—A. Yes, sir; for $32,500.

Q. Were you a party to that, or were you acting for your father?—A. I was only acting for my father.

Q. Was that contract executed and carried out?—A. As far as we could. We were stopped by the sale. We received our pay for what we did in that regard. There was a great deal of delay in getting possession of the buildings, or we would have had them all down.

Q. Did you go into competition to get that contract with McKay and others?—A. Yes, sir.

Q. Were you the lowest bidder?—A. Yes, sir; Mr. McKay's bid was $57,000 and ours was $32,000.

Q. Did you hear any conversation between McKay and your father about your father selling out to McKay?—A. Not selling out. He was asked not to bid.

Q. Were there any regular offers made, or was there only a talk about it?—A. It was a regular offer.

Q. What was the offer?—A. $20,000; that was the sum offered.

Q. How much did you want?—A. My father would not sell out. He said that he had never sold himself.

Q. He refused to fix any price?—A. Yes, sir; so far as my knowledge goes, he never fixed any price. The first offers were made to me in Washington. I went down with the bid the first time.

Q. Did McKay make the offers there?—A. Yes, sir.

Q. State whether or not at the time these offers were made it was contemplated by both of you that one should have the whole job of tearing down, removing, and rebuilding?—A. No, sir.

Q. You do not say McKay offered to give you $20,000 for the privilege of tearing down and removing?—A. What I mean to say is, that the bid was divided and the Department had the option of awarding *either* part of it.

Q. What offer did he, McKay, make, supposing the department should only want bids for portions of the work?—A. None at all. He seemed to think the whole contract would be awarded for the whole thing.

Q. It was upon that idea he made his offer to you?—A. Yes, sir; over ten or fifteen thousand dollars.

Q. After you returned to Philadelphia you saw him again?—A. Yes, sir.

Q. Did you hear his offer yourself?—A. No, sir; I do not know that I did.

By the CHAIRMAN:

Q. Did McKay say to you that he had any superior influence or advantage in securing the contract or a part of it?—A. No, sir; I do not think he did. He talked to me about the difficulty of doing work, asking me whether I knew how difficult it was to do work with the department—in the Navy Department saying they were new officers—that they knew nothing at all about their business. He tried to discourage me in that way; but I do not know that he said anything about any particular advantages that he had. I do not remember anything of that kind.

Q. While you were engaged in the yard was your attention called to or arrested by any unlawful removal of property?—A. Not except from the current rumor about the yard. I know nothing of my own knowledge.

Q. Did you see anything yourself?—A. No, sir.

Q. Did you see any impropriety at the time of the removal of the property by Mr. McKay?—A. I think there was ample opportunity for fraud if they were disposed to practice it. The material taken away from the yard had no check upon it.

Q. When you say there was no check, what do you mean?—A. No one to see that they were loaded, when they went in boats, or to see that they went to the navy-yard or any other place. I speak of the department I had charge of, removing the old material for the building. We could have taken them anywhere we wanted to. So far as I could see, there was nothing to prevent it; whether there was anybody to look after that matter I do not know. The stuff was taken on lighters to the navy-yard and unloaded there.

Q. Do you know whether, for instance, in the case of stores belonging to the construction bureau, there was any check or tally kept at the yard?—A. None that I know of.

Q. Of course you do not know how that was at League Island?—A. No, sir.

By Mr. HARRIS:

Q. Did you know that in the engineer department some men from that department went down on each boat?—A. No, sir; I did not.

Q, Do you know that it was not so?—A. No, sir; I do not. I do not know anything about it.

Q. I suppose sometimes you carried down several barges with one tug?—A. Yes; as high as four; or, rather, two barges and two rafts.

By the CHAIRMAN:

Q. Do you know whether any of the officers or employés received any presents or gifts of money from Mr. McKay or others?—A. Not to my knowledge.

Q. Have you any information on that subject, the sources of which are available to this committee?—A. Nothing more than the rumors. I paid no attention to them at the time. I heard such rumors among the men. They were talking about it and it came to my ears in that way. Stories came of the passing of material out through the fence at night, and all that sort of thing. I paid no attention to it. There was a great deal of confusion there, but I do not think there was really anything in those stories.

JOHN W. LINN sworn and examined.

By Mr. HARRIS:

Question. Have you had any contract with the Navy Department?—Answer. Not since the war.

Q. Did you make an effort to obtain a contract to remove any portion of the material from the navy-yard?—A. Yes, sir.

Q. With whom did you make that offer?—A. I made it direct to the Secretary, for the removal of the engineer's department and the construction department.

Q. Have you copies of any letters which you wrote to the Secretary of the Navy on that subject?—A. I don't think I have.

Q. Did you communicate with him by letter?—A. Yes, sir,

Q. Did you make any offer?—A. Yes, sir.

Q. State in concise terms what offer you made.—A. Chief Engineer Newell, some time in December, 1875, sent for me, and told me that the department was about to remove the tools and fixtures belonging to the engineer department from the old yard to League Island, and that he was instructed to obtain bids therefor. He asked me if I was willing to bid on it. I told him yes. He then authorized Mr. Rowbotham and Mr. Vallette, his assistant and his clerk, to go around with me and show the articles which were to be removed, and they did so. Among them were two boilers which belonged to the steamer Antietam, which

lay on the North wharf. They were estimated to weigh about thirty-six tons each. There were also two belonging to the Shackamaxon, weighing about thirty-five tons each. They said they wanted these boilers removed first, and taken to League Island. After examining carefully all the tools and fixtures to be removed, I made an estimate of $15,000, and sent it down to the department.

Q. That was the estimate to remove the material in the engineer's department?—A. Yes, sir.

Q. Did you make any other offer?—A. No, sir.

Q. Did you get the contract?—A. No, sir. Mr. McKay got the contract, as I understand, for $14,500, and the four boilers were never removed. I considered that the boilers were about one-third of the whole estimate.

Q. Those boilers were sold afterward, were they not?—A. I believe they were. I had no opportunity to bid after it was known that the boilers were not to be removed.

Q. What else did you attempt to do?—A. After that I heard that they were about to remove the construction department, and went down to see Mr. Hartt about it. I did not see him. I walked down to the wharf and found that the department had commenced the removal of the construction stores there. They had chartered the old steamer Burlington, well known on the river, and were fitting her up for the removal of the construction department. I did not do anything just at that time in relation to it. On the 4th day of November I went home, and my wife handed me a note from Mr. McKay, requesting me to call and see him at the Continental Hotel. I went and saw Mr. Russell, an old detective, and asked him if Mr. McKay was about. I had never seen Mr. McKay up to that time. He said yes, and pointed McKay out to me. McKay said he wanted to see me in his room. He asked me up there, and asked if I intended to bid on the removal of the construction department. I told him I did. That if they were going to give it out I should bid on it, but that I had understood that they were going to remove it themselves. He said no; that they were going to give it out to bidders, and asked me if I had any idea as to what it was worth. I told him I thought I had a good idea; that I had carried on a large business alongside the yard for several years, and had removed one or two ship-yards in my time. He then wanted to know what my figures would be. I told him I could not tell that, and he asked me if I knew what the department figures were, saying that they had made an estimate on it. I told him I did not. He said they had figured it $132,000. I told him I would like to take it for $120,000. He said to me, "What will you take to hold your bid at $120,000, because I can get this contract. It is no use for you to bid against me, for I can beat you anyhow. I beat you on the engineer's department, and I can beat you on this. It is no use for you to bid against me." I told him I did not think it was, but still I should make a bid. He wanted to know still what I would take to hold my bid at $120,000, and I told him.

Q. What did that include?—A. Everything belonging to the construction department.

Q. Did it include re-erecting?—A. No, sir; not re-erection; it was separate from that. I told him I would take $10,000. This was said in an off-hand way, for I had no idea of entering into such an arrangement at all when I went there. In fact, I did not know what he wanted with me. He scribbled something on a piece of paper, folded it up, and put it in an envelope, and wrote, or pretended to write, an address upon it. He then went out, asking me to excuse him until he mailed a letter. I imagined he went out to consult some other party. After he came up he said, "I will give you $8,000." I told him I would accept it if it was put in black and white. He showed me his bid that he had prepared at $116,000. The two bids were mailed together—mine, at least, was mailed in good faith, and he mailed what I supposed to be his bid, in the Continental Hotel. Our agreement was put in writing. The agreement, which is now in the hands of my counsel, read, that he was to pay me $8,000 in consideration of my bid being $120,000. That he was to pay me *pro rata* cent. per cent. in case he received any sum less than $116,000, and was to pay me in sixty days.

Q. You both put in your bids?—A. Yes, sir.

Q. Were either of those bids accepted?—A. I don't know whether his bid was accepted or not. I know he removed the construction department.

Q. State whether or not the work that those bids contemplated was ever authorized by the Department?—A. That is something I know nothing about. I know, however, that he removed the construction department.

Q. But you don't know that there was a change in the proposition?—A. Yes, sir; I suppose that he had it changed so as to get me out of the way. That has always been my sup position.

Q. I asked you whether or not the bids which you and McKay put in for the removal of everything in the construction department were ever accepted.—A. I cannot answer that question, for I do not know.

Q. Have you not been informed that those bids were not accepted?—A. I have heard so.

Q. You know, do you not, that Mr. McKay did not remove everything connected with the construction department?—A. No, sir; I don't know what he did remove.

Q. Do you know that he did or not?—A. I do not. I know that he removed a large portion of it, but whether he removed it all or not I cannot say.

Q. You don't know that the Department required a different contract, do you?—A. No, sir; I never heard, and never had any chance to bid on any other basis except this.

Q. Did Mr. McKay get $116,000 for any contract?—A. I don't know how much he got.

Q. Have you any information that the Department divided that up and made separate contracts in the same department?—A. Yes, sir; I have that information.

Q. Do you know by information the amount of McKay's contract?—A. No, sir; I tried to find out but I could not. I saw in the New York Herald, the day before yesterday, McKay's own figures. From memory, he received, as he says, $26,000 for construction stores, whatever that might imply. And also five or six thousand dollars for something else. And several thousand dollars for something else.

Q. So that the whole amount of his bids came to very much less than $116,000?—A. Yes, sir; that is, according to that statement.

Q. Do you reckon the buildings that were thrown down by Mr. Rice in the construction department?—A. No, sir; they were not included in my offer. They did not belong to the construction department.

Q. State what occurred afterward.—A. Nothing occurred afterward in relation to that. I waited until the expiration of sixty days, and commenced proceedings against him to get the pro rata cent. per cent. that I consider I am entitled to. The case is now pending.

By the CHAIRMAN:

Q. I understand you that the time that the bids were sent from the Continental Hotel you sent your bid for $120,000, and Mr. McKay sent his bid for $116.000?—A. Yes, sir.

Q. It was a part of your understanding, then, if not reduced to writing, that both bids were to go forward?—A. Yes, sir.

Q. It being known and understood by you and by him at the time that his bid being less than yours, he would be likely to get the contract?—A. Yes, sir.

Q. And as part of your agreement you were to forward your bid?—A. Yes, sir. He took his bid, or what I supposed was his bid, and also took mine, and mailed them at the letter-box at the hotel. I don't know whether he did or not, but he showed me a bid, and I supposed he mailed the same paper.

Q. I understood you to state that in his conversation with you he stated that he knew the estimate of the Department to be $132,000?—A. Yes, sir.

Q. Did he say to you from whom he had obtained that information?—A. No, sir; he did not. He asked me if I knew how many scow loads of material there would be to remove. I told him that I had not considered it in detail; but, being thoroughly acquainted with everything that was about the yard, as I was, and more so, in fact, than any other builder in the city, having carried on a large business, I thought I could tell by the lump as well as if I had gone into detail, and so I could. He then asked me if I knew what the estimate of the Department was, saying that they had made an estimate themselves, and I said I did not. He said it was $132,000. I said I would like to take it for $120,000.

Q. Did he state to you in what consisted his advantage in procuring the contract?—A. No, sir; he merely said, "It is no use for you to bid against me, for I can beat you, anyhow. You know I beat you on the engineer department, and I can beat you on this." He further stated, "You have some very warm friends at Washington." He said, "Mr. O'Neill is a very warm friend of yours." I said, "I have never seen or spoken to Mr. O'Neill on the subject, or any other member of either House, or any officer of the Government." I learned afterward that some of my friends had spoken to Mr. O'Neill, and Mr. O'Neill had gone up to the Navy Department to use his influence in my behalf. I had never spoken to Mr. O'Neill about it, although personally I know him very well, having lived in his district for a number of years.

Q. Did Mr. McKay say what influence he possessed?—A. No, sir; that was "one of those things no feller could find out."

Q. Do you know of any unlawful removal of Government property by anybody?—A. I think I do, but not having seen it taken with my own eyes, I could not say positively. I can state what I have seen. I went down into the yard one day. Mr. Hartt sent for me and said they were about to give out the frigate Constitution by contract. He asked me if I would like to put in a bid for it. I told him I would. I went into the yard. There had been a sale of a large lot of knees, which I did not know anything about. A man named Matthews, a junk-dealer, since dead, asked me why I had not been down there yesterday to buy that pile of knees. I told him I did not know they were to be sold, as they were not advertised. He said no, he did not think they had been advertised, but they had been sold. I asked him who bought them, and I understood that he had bought them for McKay, although I won't be positive about that. I asked if he knew anything of how much they brought. He said $110. I looked at the piles of knees and thought the man was joking. I told him he must be mistaken, but still he insisted that $110 was all they had brought. I told him I should like to have given $2,000 or $2,500 for them.

Q. Were they worth $2,000?—A. Yes, sir; they would have brought that in the market.

Q. Your attention was called to that lot of knees?—A. Yes, sir; I looked at them then. We were standing pretty close to them, and during the conversation I stepped over toward them.

Q. How many were there?—A. I should judge that day that there were about five hundred of them in the pile, and they would have been worth $5 apiece, or say $2,000 for the

lot, at the lowest figure. A few days afterward I went down again, and the pile, if it had not doubled itself, had increased one-third. As it stood the second time I should say it was worth from $4,500 to $5,000. An interval of four days occurred between my first and second visit. A ship's knee is an article which will anywhere attract the attention of a dealer; but those hauled there last were very valuable on account of their shape and size.

By Mr. HARRIS:

Q. In what way did the pile increase? How did the form of the pile change?—A. There were three or four piles piled up, and in some cases the pile had increased in height and in size around.

Q. How near to the original pile had any additional knees been placed?—A. I should take it to be one and the same pile. There were not two piles.

Q. Did you say that any had been put on top of the original pile?—A. Yes, sir; I think so.

Q. Was there any derrick around there to lift them up?—A. No, sir; there was no derrick needed. They could be hoisted up.

Q. Did you say that any addition had been made to the height of the pile?—A. I would not be positive, because I did not take enough notice of that to say whether it had been increased in height or not.

Q. Did you say the pile had increased in length on the ground?—A. Yes, sir.

Q. They made an addition to the pile on the ground?—A. Yes, sir.

Q. It was of the same height?—A. It might have been something higher. The pile was certainly larger. It was a pile of knees fifty or sixty feet long and thirty or forty feet wide when I first saw it.

Q. You would not swear it was higher when you saw it the second time?—A. No, sir.

Q. Will you say it was longer?—A. Yes, sir.

Q. And it was piled up as high as the original pile, you say. Are you sure of that?—A. It might not have been piled exactly as the original pile was, but it was a continuation of the pile.

Q. Are you sure about that; will you swear that it was an addition to the pile either in its height, length, or breadth?—A. From my observation of it I would swear that it was a continuation of the old pile.

Q. An increase of it?—A. Yes, sir.

Q. To the extent of how many knees?—A. I should say 250 to 300.

Q. Were they all piled up against it so that it made a part of the same pile?—A. There might have been a gangway between, if we had walked around between the additional and the original knees.

Q. There were not knees laying on their backs around within a hundred feet of the pile, were they?—A. No, sir; there were a few lying scattered around like that.

Q. Do you mean that these you speak of had been moved up to form an addition to the original pile?—A. Yes, sir.

Q. And you think 200 additional knees went into that pile?—A. Yes, sir.

Q. Are you willing to swear that such was the fact?—A. Yes, sir; to the best of my observation.

Q. Did you speak of that to anybody?—A. No, sir.

Q. You never have mentioned it till now?—A. No, sir; never to anybody living, that I know of.

Q. Did you see them removed from the yard?—A. No, sir; I saw part of them after their removal.

Q. Do you know what were removed from the navy-yard by McKay under his bid?—A. I do not.

Q. Do you know what went to League Island, if any?—A. No, sir.

Q. You simply know that that pile was increased?—A. Yes, sir.

Q. Have you seen these knees since?—A. I have seen part of them.

Q. Where?—A. Laying on the sidewalk at Queen-street wharf.

Q. Are those knees worth $5 apiece right through?—A. They might not have been, just as they laid there. A great many of the knees I saw on the pile are not in this pile at all. Some of those which were worth more than $5 apiece are not there now to make an average.

Q. Have you ever been down at Mr. Cahn's to see those which were stored there?—A. No, sir.

Q. Would you say that there had been any selection of the knees so that the poorest of them had gone to Queen street?—A. There are a great many knees in that pile at Queen street which have been in a vessel and taken out whole. That would decrease their value.

Q. What would the rest of the knees piled up there average?—A. The rest of them ought to bring $4 a piece.

By the CHAIRMAN:

Q. Was your attention called to any other error, abuse, or fraud?—A. No, sir; nothing particular. There was a good deal of excitement down there about the time they were removing knees. I had a vessel over on Simpson's dry-dock. They were removing a

good deal of copper and brass to Queen-street wharf. One day I came up on business and saw several persons there; I walked down on the wharf and saw a great deal of brass and metal being hauled into the warehouse. It seemed to me to be a shame to have sold it for old brass. There were a great many brass breech-screws all finished up, and brass caps for trunnions. I suppose it cost the Government at least forty cents a pound to finish them up. They were all good or looked good, and fit for use. On board of one of the boats I saw a good many new ingots of brass and pigs about three to five inches and probably sixteen inches long.

Q. Were the pieces you speak of new and unused?—A. Yes, sir; they did not look as if they had been used at all.

By Mr. HARRIS:

Q. What was that ingot brass worth at that time?—A. I am not an accurate judge, but I should suppose twenty cents a pound.

Q. Are you sure that it was worth in the market over seventeen and a half cents?—A. No, sir, I am not sure. We pay about twenty-three cents for it in the bar.

Q. You do not know, of course, that it was not legally and properly there?—A. No, sir, I do not.

Q. Nor did you know that it had not been sold by authority?—A. No, sir.

JOHN MCCAHAN sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am a teamster. I do the work of a sugar-house down town.

Q. Do you do teaming for a large establishment?—A. Yes, sir.

Q. Were you employed during the removal of the navy-yard, and, if so by whom?—A. I was; by Mr. McKay.

Q. Were you employed by anybody else?—A. We did something for Mr. Reynolds, also. I don't know exactly how it was between the two. Reynolds paid us for one part of the work and McKay paid us for the other.

Q. State what you did for which McKay paid you.—A. We removed a great part of the machinery in the yard. My teams were about the first that commenced the moving.

Q. The moving of the ship-houses?—A. No; the old boxes of shell, and things of that kind. That was the first contract of all; the ordnance department material.

Q. Who delivered to you the articles which you removed?—A. He had men there to deliver them.

Q. Did any officers of the Navy Department have charge?—A. I could not say that. I don't know how that was. There were a lot of men there who loaded the teams as they came in.

Q. Were you there?—A. I was there sometimes; but my foreman was there all the time.

Q. What was his name?—A. John Sheridan.

Q. When the teams were loaded, what did you do with the goods?—A. Took them down to the wharf and put them aboard the boats.

Q. Do you know where the boats went?—A. I could not say that; I did not see them go.

Q. Do you know from hearsay where they went?—A. Some went up the river and some went down below. There were some things hauled for Mr. Reynolds that went up to Queen street, I believe.

Q. I am speaking of the goods which McKay hired you to carry. Where did they go?—A. They went on boats to go down to the navy-yard.

Q. Do you know whether or not any of the goods which you transported for McKay were put on to transports which came up the river?—A. I could not say that.

Q. Have you any reason to suppose that they did?—A. I only have people's talk.

Q. Have you no information or knowledge yourself on that point?—A. No, sir; I cannot say that I have. I had my force of men there all the time, and I would go in through the yard, and may be stay about half an hour or so.

Q. Did you have any information from your foreman that that property did not go down to League Island?—A. Yes; he sometimes talked that way; but I don't know whether he can carry it out or not.

Q. You were paid by McKay for removing those goods?—A. Yes, sir.

Q. Did you help him when he moved the ship-houses?—A. No; I don't think he used hardly any teams at that.

Q. How many teams did you have employed there for McKay?—A. From four to eight generally. I also sent some others besides my own. At the commencement they seemed to want to give me all the hauling, but did not keep to that, and did not use them.

Q. Where is your place of business?—A. Between Front and Otsego streets, above Tas-
r; about two squares below the navy-yard.
Q. Have you a wharf?—A. No, sir; we have a yard, but it is not on the river.
Q. Have you any material belonging to McKay stored in your custody?—A. Yes, sir; I
ve some knees.
Q. How many?—A. His man says two hundred and fifty-nine; but we did not count
em.
Q. Who carried those there?—A. We did.
Q. Where did you take them from?—A. Out of the navy-yard.
Q. Did he pay you for the removal?—A. Yes, sir.
Q. You are storing them for rent?—A. Yes. He was to remove them right away.
Q. What is the character of those knees?—A. They are oak knees.
Q. New or old?—A. They are old knees. They were taken out of a great pile 14 or 15
gh in the yard.
Q. Were you present at the auction?—A. No, sir; I did not see them sold to him.
Q. Did you take any knees from any other pile than that?—A. Yes; there were other
ees through the yard that were put alongside of them.
Q. When was that?—A. The day that they went on the last contract. He was then
pped a day or two after that. He stopped us all for a day or two, and got this other con-
ct for clearing up the yard, and when he got that he went down one day, and one of the
icers along with him, but I don't know who he was, and they talked something about
ese knees, and he turned round to me and says, "Well, put them up along with the
hers." I cannot say who the officer was. It was one of the men in the yard. I don't
now what position he held.
Q. Were any of the knees transported by you down to League Island or put on board
e barges?—A. No, sir.
Q. You had nothing to do with the transporting of the timber?—A. Yes, we helped. We
ly took it down to the boats; or, rather, to the rafts.
Q. Did you put any knees on the rafts?—A. No, sir; I think only a few.
Q. Did any go?—A. Not that I remember. I did not see any going.
Q. The timber was mainly carried down in rafts, was it?—A. Yes, principally. This
her pile of knees was smaller than the ones in the large high lot.
Q. What became of the small pile of knees?—A. It was thrown alongside of the big pile,
d then he set to and hauled up to Queen street. He hauled the lot up to Queen street first,
d the ones that went to Queen street were mostly of those that were lying around loose.
Q. What were the knees that went down to your place?—A. They were some of them;
t the greatest part was out of the pile.
Q. Do you know how many he hauled to Queen street?—A. I think there were 359 which
e hauled altogether to Queen street and to the other place. His own clerk told me that
ere were 700 of the knees altogether. That is, what was hauled the first and last day.
Q. You hauled 250 down to your place and 100 over to the other place; is that what you
ean?—A. I hauled more than that, I think. I think it was 359 we were paid for hauling.
Q. At 25 cents apiece?—A. Yes.
Q. Did you haul some by the day?—A. We hauled some by the day before that.
Q. Did you haul all that were taken by him out of the yard?—A. No, sir; he had some
ams besides ours the first day.
Q. Do you know of any property being taken out of the yard without the authority of the
ficers of the yard?—A. I think the officers were standing there when they took out knees,
any a time.
Q. Do you know whether anything was improperly taken out?—A. I cannot say, really.
Q. Did your men who carried things out of the yard have a pass?—A. No; sometimes
ey had. The last hauling they were doing, clearing up, I believe they took out loads
ithout a pass.
Q. What was taken out then?—A. The force men told me they took out a load one even-
g.
Q. Do you know of your own knowledge of anything ever passing out of the yard when
e teamster did not have a pass or some authority?—A. No, sir; we did not carry hardly
ything out of the yard.
Q. What did you carry out of the yard?—A. I cannot say that.
Q. Can't you remember anything that you carried out?—A. No. There were parties
rrying out wood that was refuse, sometimes.
Q. I mean anything that you were hired to carry out by McKay.—A. No, sir; I do
ot remember. He took mostly everything down the river. We hauled some charcoal down
elow to the island. We hauled it through the gate.
Q. Did you carry it and deliver it to League Island?—A. Yes, sir.
Q. Was there any charcoal taken out of the yard and carried to other places?—A. No,
r; I don't suppose that there was.
Q. Did you know of anything being stolen and carried out of the yard by your teams or
our men?—A. No, sir.
Q. Or by McKay ordering it done?—A. I don't know anything about that.

Q. Do you know, of your own knowledge, of anything which was wrong?—A. Of course I did not like the way they did things always, being done in such a hurry, and half of it done at night, boats being sent in every direction.

Q. Did you work at night?—A. Yes, sir; several nights until 10 or 11 o'clock.

Q. What kind of goods were you removing then?—A. Iron, and such things as that.

Q. For McKay or Reynolds?—A. Some of the nights we were removing for both of them.

Q. Did you haul from the same place?—A. Yes, sir; near it. I don't know whether much at night.

Q. Were you there at all at night, so that you would know?—A. I was down there and saw them, but not so that I could tell. If a load went on I did not go to see what boat it went to.

Q. So that while your teams were busy carting iron you did not notice yourself what boat it went on?—A. No, sir; I did not take any trouble about that. I could not say as to that.

Q. This thing was done in great haste?—A. Yes, sir; and in great confusion.

Q. Did your foreman tell you that some or any of the barges loaded with the material for League Island were taken up the river?—A. Yes, sir; he did.

Q. What foreman was he?—A. Mr. Sheridan. He lives between Morris and Tasker on Front street.

Q. You say that Mr. McKay went around with an officer and saw the knees away from the pile and that afterward the knees were taken up and carried to the piles?—A. Yes; he turned round and told me to do that.

Q. How long was that after the auction-sale that they piled the knees?—A. I suspect may be two or three weeks. It was the last contract. It was about three days before January.

Q. Would you know that officer if you should see him?—A. No, sir.

Q. Did you hear them make any remarks?—A. No, sir; they were talking privately to themselves. They said something about the knees, as to what they would do with them, or something to that effect.

Q. Did they look at the knees?—A. Yes, sir; and the reason why they moved them there was that the knees were down near where the ship-house was, and they wanted to get in to haul this timber. The knees were rather in their way, and they moved them, and put them in there beside the others.

Q. And then when you moved the other pile you moved them with the original pile?—A. Yes, sir; I think so.

Q. Don't you know?—A. I know there were none of them left there. We took the last of them. This three hundred and something that we hauled were the last of the whole lot. We left none.

Q. Were those in the pile or outside?—A. The principal part were the ones in the pile.

Q. Were there any of those that laid around the pile that you hauled up?—A. Yes; I think there were some of them.

Q. Don't you know whether there were or not?—A. The other party was hauling the day before and they were pulling down a part of the pile, and I could not say, unless I had counted, exactly how many were pulled down.

Q. Do you know that those knees laying outside and around were not carried to the boat that went to League Island?—A. Yes; I am certain that they were not.

Q. Where did they go to?—A. To Queen-street wharf.

Q. Do you know Mr. Easby?—A. I don't know that I do.

Q. Was not he constructor in the yard having charge of the construction at that time?—A. I don't know that.

Q. Did you know any assistant constructor there?—A. No, sir; I don't know anything about the officers.

Q. Do you know Mr. Hartt, the constructor in the yard?—A. I don't believe I could point him out if I saw him; but I have seen him.

Q. Can you tell whether or not he was the man who was going around with Mr. McKay?—A. No, sir; I could not tell that. I did not pay much attention to it. When I saw the knees were put in alongside of the other ones I began to think.

Q. You say they were moving iron several nights?—A. Yes, sir.

Q. Were they moving iron in the night-time to the barges?—A. Yes, sir.

Q. To whose barges?—A. To Mr. McKay's.

Q. In McKay's barges do you include those going up the river and those going down?—A. We could not tell whether they went up or down. They might take them where they liked.

Q. In the night-time who directed the teams to carry their load?—A. Mr. Black was the man McKay had there conducting the thing.

Q. Did your teamsters tell you that some of the material that was not bought went to Mr. McKay's barges to go up the river in the night-time?—A. They said that. That was said by a number of people.

Q. Did your teamsters tell you so?—A. My foreman and another man that had teams in the yard as well as us told me that they saw iron in these houses taken up there.

Q. What was the name of one of these men?—A. James Gallagher.

Q. Was he your foreman?—A. No, sir; he was a teamster there. Sheridan is my foreman.

Q. Did any of your foremen tell you that material which should have gone down the river was put on the barges in the night-time that afterward went up the river?—A. They told me that they saw barges loaded with McKay's stuff and saw the same stuff up at the warehouse.

Q. We understand that perfectly well; but I ask you was there any stuff that should have gone down the river put on McKay's barges in the night-time to go up the river?—A. We could not tell where it was going in the night-time. I heard them say they were loading some of Reynolds's boats in the night-time as well as some of McKay's.

By Mr. HARRIS:

Q. Can you discriminate between the two?—A. No, sir; I could not; the boats were lying together and I was not there all the time. Sometimes they hauled stuff and emptied it right down and did not put it aboard at all.

By Mr. BURLEIGH:

Q. I ask you if your men told you that in the night-time they hauled stuff down that should go to League Island, and instead of putting it on the League Island boat it went on the boat that came up the river. Did they tell you anything of that kind?—A. They told me that they thought so; but yet I don't know whether they really knew it or not.

By Mr. HARRIS:

Q. Do you know of any barge going up or down the river in the night-time?—A. No, sir; I do not know anything about the river in the night.

Q. Would not you know whether the barges left the piers in the night-time, or whether they went down in the day-time?—A. I suspect they left in the night-time, but I could not swear to it.

Q. Do you suspect it of your own knowledge or because somebody told you?—A. I cannot know it because I did not see it.

By Mr. BURLEIGH:

Q. Did those men tell you that they saw barges leave there in the night-time?—A. No, sir; but that perhaps the next day they saw the same material up there. For instance, they might see new iron up there on Queen street.

Q. Did they say they saw new iron up at the Queen-street wharf that came from the navy-yard?—A. Yes, sir.

By Mr. HARRIS:

Q. Who told you that?—A. These men, Gallagher and Sheridan and Brady; they all had teams there.

By Mr. BURLEIGH:

Q. Do they live up there at the Queen-street wharf?—A. No, sir; they live down nea our place.

Q. How happened they to go to Queen-street wharf?—A. My teams were hauling from the barges to the store-house. My foreman was up there often. They hauled first and put aboard of the barges cannon-balls, &c., and then they took it out there and hauled it into the warehouse. I saw piles of it up there myself.

Q. Did you see any new iron?—A. I would not like to say.

Q. Did you see any bar-iron up there?—A. Yes; I saw some.

Q. Did you pay attention enough to know what the quantity of bar-iron was, or about how much?—A. O, no; there was an immense quantity of bar-iron.

Q. Do you mean at Queen street?—A. I could not form any opinion about that. Things were so mixed and thrown about. They hauled at night up there; one night, I think, nearly the whole night, from the wharf to the store-house.

Q. For what reason?—A. I don't know that.

Q. Was there room on the wharf or did they lack room there?—A. It is a small wharf, of course. I could not tell the reason they did that. I think they had seven or eight teams one night.

By Mr. HARRIS:

Q. You say that you saw an immense quantity of bar-iron; where do you mean?—A. In he navy-yard.

Q. Did you carry large quantities of bar-iron to League Island?—A. Yes, sir; a great deal went aboard the boats.

Q. Do you mean that immense quantities went on board the boats?—A. Yes, sir.

Q. Which McKay paid you for?—A. Yes, sir.

By the CHAIRMAN:

Q. *Did you see anything else* that was wrong about the management of the navy-yard

there?—A. I don't know. I thought the whole thing was wrong, in fact; but of course was not the Government.

Q. Wherein was the whole thing wrong?—A. Everything was torn down, night and day, and lashing it about in such a hurry: things were not done with any system.

Q. Was it done loosely and recklessly?—A. Yes, sir.

Q. There was a good deal of property destroyed, was there not?—A. I should think so.

Q. During the workings there at night was there much light?—A. No, sir; there was not any light. My foreman complained to me that he was going to take the teams out of the yard altogether, as they ran into one another and they would not give them lamps. McKay told him that he could not get lamps because they were down on the island; he knew where they were, and saw them there, but McKay would not give him one.

Q. Do you know whether you or your foreman applied for lights?—A. I say he did apply. McKay told him that he had carried them down to the island; that he hadn't them, that they were not there. He then went to the place where they kept the lights and saw plenty of them; but the man would not give him any.

Q. What man was that?—A. He was one of the Government officials who had charge of the place.

Q. Who owned that warehouse at Queen-street wharf? Did it belong to Seyfert, McManus & Co?—A. I do not know whether it belonged to them or not. Their clerk was in it. He paid us for what work we did there. They call it a bonded house. I don't know whether it is or not.

Q. You said that you could not very well distinguish between Reynolds and McKay?—A. I kept a separate account of what was done for each. They paid us separately.

Q. They both paid you through Seyfert, McManus & Co.'s clerk, did they not?—A. No, sir; Reynolds did that; but McKay paid us through his own clerk or himself.

Q. Have you any knowledge or information that Reynolds or McKay were in partnership in any way?—A. Everybody said they were.

Q. Was that the general reputation?—A. Yes, sir; on the same night the two employed me.

Q. State if you have seen at any time any bar-iron on the barges at the navy-yard that was going up the river to Queen-street wharf?—A. I could not say that.

Q. Were you ever up at the Queen-street wharf?—A. Yes, sir.

Q. Did you see any bar-iron there?—A. Yes, sir.

Q. Was that a large or small quantity?—A. I could not say that. The bales were lying over and around it.

Q. Was your attention ever drawn to any copper?—A. No, sir; I could not say that it was.

Q. Has there been any copper stored with you?—A. No, sir.

Q. Anything else besides these knees?—A. No, sir.

Q. Do you know of any copper being stored anywhere?—A. No, sir; nothing but what I heard. I never saw any. There were men hauling copper; but we didn't do it.

Q. Who were the men hauling copper?—A. My foreman told me, after they cleared the place, that he saw two of McKay's clerks following teams loaded with what he understood to be copper boxed up; that he saw them following the teams to the place where they delivered it.

Q. Who was the foreman who told you that?—A. Mr. Sheridan.

Q. Do you know of any presents being made by Reynolds or McKay or anybody else to the employés of the Government?—A. No, sir.

Q. Do you know of any money, goods, or liquors being given by McKay to any of them?—A. No, sir.

PHILADELPHIA, *April* 11, 1876.

CHARLES E. WILLIAMS sworn and examined.

By Mr. HARRIS:

Question. Where do you reside?—Answer. In Philadelphia.

Q. Are you a contractor?—A. I have been at ship-building all my life.

Q. Have you been an employé of the navy-yard?—A. I tore up a monitor with Mr. Simpson.

Q. You have been an outside ship-builder?—A. Yes, sir.

Q. Did you make any effort to obtain contracts to remove any portion of the buildings or material in the Philadelphia navy-yard during the year 1875?—A. I put in an estimate to remove the ship-houses to League Island and erect them there.

Q. State on what invitation you made that estimate?—A. I made it to remove the ship-houses and transport them from there to League Island and erect them in the condition that they were at the time. All timber or material of any description that the inspector should condemn the Government was to furnish; and then for putting that part together would be extra.

Q. At whose invitation did you make that bid?—A. I made it to Mr. Steele and sent it to Mr. Hanscom.

Q. Was Mr. Steele an officer of the Navy?—A. He is one of the constructors. He told me that they were to be removed.

Q. Did he give you a letter or a form?—A. He told me about what there was to be done. had no specification.

Q. Did you offer in writing to remove those ship-houses and erect them in as good condition as they were here?—A. Just as they were here.

Q. The Government finding all the additional timber that should be condemned?—A. Yes, sir; and I was to be paid extra for the labor upon that.

Q. What was your bid?—A. $28,000.

Q. Have you a copy of that bid?—A. I have. It is as follows:

"PHILADELPHIA, *August* 10, 1875.

"SIR: I will remove and transport the two ship-houses at the Philadelphia navy-yard and erect the same in their present condition, at such places as may be designated at League Island, for the sum of $28,000. Any timber, boards, or other material that may be condemned by the inspector as unfit to erect, the Government will furnish new material for; the work of putting it together to be paid for by the day, the Government keeping an account of the time. It is expected that the usual facilities of the yard will be freely extended in pushing the work to rapid completion.

"Respectfully, &c.,

"CHARLES E. WILLIAMS.

"To Naval Constructor I. HANSCOM, U. S. N.,
"*Chief of Bureau of Construction and Repair, Washington, D. C.*"

I never got any specification, and I had to take it in that shape. I asked them if the foundation was fixed for them down there. I did not calculate to put the foundation for them at League Island. I understood that it was to be furnished for me and the place designated there to raise them; but if the Government was satisfied to risk all the timber as it came out of the ship-houses I would put the same back. But some of the houses were built in 1835, and no man could tell how much timber there would be to furnish on them.

Q. Did you ever hear from that bid?—A. No, sir.

Q. How long before the contract was let do you think that was furnished?—A. I do not know that.

Q. Did you send it away immediately on its date?—A. I did. I never heard anything of it until I heard that Mr. McKay had the contract, and then they spoke about the price and said it was $28,000. Afterward I heard it was $35,000. I saw there was no chance for me to get anything, and I did not bother any more about it.

Q. Did you ever have any conversation with Mr. McKay about it?—A. I never spoke to him in my life. I have seen him down-stairs, and I have seen him in the navy-yard. Mr. Simpson and myself were in partnership when McKay bought the Antietam. That was the first time I ever saw him.

Q. You never have had, since that time, any conversation with him?—A. I never spoke to him in my life.

Q. Have you communicated with him by letter or otherwise?—A. No, sir.

Q. Has he ever written to you?—A. No, sir.

Q. Has there been in any way through any third person any communication with you from him?—A. Not in regard to the navy-yard.

Q. During the period of the removal of the navy-yard were you there frequently?—A. Not much.

Q. Did you see anything that was carried on there?—A. No, sir, not inside.

Q. Did you see anything outside?—A. I saw gun-carriages come up to a store-house on Penn street. I don't know by whose order. I have seen canal-boats go with iron and different material to Queen street, to the store-houses there, from the navy-yard.

Q. You did not know whether it was bought or sold or not, and know nothing about it?—A. No, sir; I don't know anything about it.

Q. Have you any knowledge of any irregularity, fraud, or mismanagement on the part of the officers of the Navy Department or any contractors for removing that property?—A. I have no personal knowledge.

Q. Have you any knowledge which the committee can reach or any information within the reach of the committee of any such act?—A. I don't know any more than I say. I don't know of anybody who could give information. I saw these boats and I judged that the stuff was not bought. We didn't know these knees were to be sold, and a good many men in our business didn't know it.

Q. Were you at the sale?—A. No, sir; they were not advertised to be sold.

Q. Have you looked over these knees since then?—A. I have seen part of them.

Q. What is the character of them?—A. Some are not good for anything, and some are.

Q. What proportion of them are good for nothing?—A. I suppose one-third of these at Queen street.

Q. Where are the others?—A. They are down below the navy-yard somewhere.

Q. Have you seen them?—A. No, sir.

Q. How many do you judge there are at Queen street?—A. I should judge in the neighborhood of five hundred.

Q. That would be pretty much all of them, would it not?—A. They told me that there were a good many more.

Q. Do you know that of your own knowledge?—A. No, sir.

Q. You say one-third of these are good for nothing. What would be the fair value of the other two-thirds, as compared with new knees?—A. Some of them are pretty hard and pretty old. I would have to go through them to state. They would be cheap enough at a dollar apiece as they stand.

Q. Would you take the whole lot through?—A. Yes; if I had a use for them. Some of them are worth $10 apiece, if a man was building a new vessel to-day, and others are not worth anything. Keeping them on hand and not building anything they would be dear, of course.

Q. Have they the appearance of being refuse and remnants picked up and brought together miscellaneously?—A. No, sir; some are out of the iron-clad which they tore up; others have never been used. Some have come from the dock, and some have been piled in the yard just as they were bought from the Government.

Q. Would you consider old knees once used of any particular value?—A. Not if they have the fasteners in. If they had those big holes in nobody would allow them to be used for new work. They would do for a wharf or anything common.

Q. Have you seen any other property which McKay bought or is reported to have bought?—A. No, sir. I have seen these boats come up to Queen street, and saw the gun-carriages go up above; but what he bought, or Reynolds with him, I don't know.

Q. Do you know Seyfert, McManus & Co.?—A. No, sir; I know where their place is, but I have no acquaintance with them.

By Mr. JONES:

Q. I understand you to say that only a small portion of the knees that McKay had are up here at Queen street.—A. I understood that there are about as many more piled below the navy-yard, but I have not seen them.

Q. Who did you get that information from?—A. I think Mr. Simpson told me, if I remember right.

By Mr. BURLEIGH:

Q. Was Mr. Simpson a ship-builder?—A. Yes, sir.

By Mr. JONES:

Q. Of what character did he say these knees were?—A. I did not hear him say. I suppose they all ran alike. I know in the navy-yard there was a large pile of knees. As near as I can judge they were all of 20 feet high and, say, 50 feet long. They occupied, where they were piled, a place, say 40 feet square. I have seen it in the navy-yard before. Now, whether any of them went to League Island, I do not know, or whether they were all outside.

Q. How many in number would a pile of that kind make, on an estimate?—A. I judged that they had, taking what I saw in the ships and places around, all of eight hundred knees. I don't know how many were used in the Quinnebaug.

By Mr. HARRIS:

Q. Were you not informed that large numbers were carried to League Island?—A. No, sir.

Q. You have no information that large numbers of knees were carried to League Island during the removal?—A. No, sir.

By Mr. JONES:

Q. Do I understand you that by your bid you were to transport these ship-houses and furnish the barges and the tugs at your own expense?—A. That was my calculation; yes, sir. My calculation was to take the ship-houses down and deliver them to League Island, and erect them in the same condition that they are at present. Anything that was fit to erect I was to erect.

Q. Free of expense to the Government?—A. Yes, sir; but anything that they condemned was to be extra.

By Mr. BURLEIGH:

Q. Did you furnish good securities for the performance of your contract?—A. I would have had to. If I had got the contract I could have got it. Almost all the bids that are given out are given out in that way.

By Mr. JONES:

Q. You say that you saw these scows lying at Queen street. Do you know whether they

were brought over there from the navy-yard in the day or the night time?—A. I cannot say as to that; but I can give you information where you could ascertain in regard to that. Other people were there on the ground at all times, and would be better posted as to that than I am. Take Mr. Adam Simpson, ship-builder in the dry-dock. He has a dry-dock, and the property adjoining where this store-house is. He had to collect a great deal of wharfage from these boats, and knows about how many barges came and about what they had in. He is there on the wharf all the time.

Q. Do you know whether there was any lumber or material that was taken from the yard and delivered anywhere else with the exception of these knees that you spoke of, except to League Island?—A. I do not know of any being delivered elsewhere; but the father of this young man saw a raft come into Christian street, joining on their property, and informed the commodore of the yard, and it was removed, and then went to League Island. That was a raft of lumber. The old gentleman, Mr. James Simpson, went down to the commodore and informed him, and the commodore sent up and had that removed to League Island.

Q. Do you know what it was carried in there for?—A. No, sir; I don't know that. Mr. Simpson told me of this.

Q. Do you know of any instances of that kind in relation to any other material of any kind?—A. I don't know of any other.

By Mr. BURLEIGH:

Q. Do you know whether they didn't have to put in there on account of tide or wind?—A. When we go to start a raft we start it with the tide and go down, and if the tide is running down it is not likely that the raft will go up against the tide. They make the calculation beforehand. The slip is about four or five slips above. It must have started on the flood-tide to get there.

By Mr. HARRIS:

Q. Suppose they did start on flood-tide what would be the effect?—A. It would have come up the river instead of going down.

Q. Is Queen street above the navy-yard?—A. Yes, sir.

By Mr. JONES:

Q, Did you make any offer for the removal of any other material or buildings?—A. No, sir; I thought there was no use in making any offer at all. .I was an outsider.

By the CHAIRMAN:

Q. Why did you think so?—A. Because I did not see that there was any chance for me to get anything. When I put in this bid I saw that I received no reply from it. For that reason I thought I was an outsider.

Q. Yours was the lowest bid according to your information, was it not?—A. According to what I heard from the parties it was the lowest bid. I first heard that McKay's was $28,000; then afterward I heard that it was $30,000. Mr. Simpson said that his was a low one. I don't know whether he told me correctly or not.

Q. You say that your attention was called to it by Mr. Steele, the navy-yard constructor?—A. They had the Shackamaxon, or the Nebraska, rather, to tear up. There was so much money offered to tear her up—$5,000. He asked me if I wanted to go in for her. I told him not at those figures. He said the ship-houses would be removed and he did not know whether there was anybody after that hardly, yet, or who knew anything about it much. I did not see any specification. It might have been a week or ten days before I attended to it. I was waiting to see a person about it. I then made out my bid and sent it in.

Q. How did you obtain the information that yours was the lowest bid for the removal?—A. I heard what McKay was getting, and then I heard that mine was the lowest bid. There was no lower bid than mine.

Q. The knees which you speak of having seen were at the Queen-street warehouse?—A. They were.

Q. The other knees you understand to be below the navy-yard?—A. I understood that there were some stored below the navy-yard.

Q. With whom?—A. I do not know.

Q. Where does Mr. McCann live, at the Queen-street yard or below there?—A. I don't know that.

Q. State the name of the person with whom you understood they were deposited.—A. I don't know that.

Q. Have you any substantial reason in your mind for suspecting the property you saw in these barges of having been improperly removed from the yard? If so, state it to the committee.—A. The reason I thought that was, that a great deal more iron came up that way than I thought was honestly sold. I take it that the iron which came off the Nebraska came up there. I did not know whether the Government had sold that iron or not. I thought it ought to have gone down toward League Island, but I saw it landed on the wharf.

Q. Was it of a character or description or did it have any ear-marks about it by which you recognized it?—A. Yes, sir; this large iron was the braces that went in the iron-clad which they were building, and which they tore to pieces—7-inch-square pieces. I saw that on the

Queen-street wharf. I think it is lying there now. It was there two months ago. I don't know whether anybody bought it or not.

Q. Your judgment was that the quantity delivered at the Queen-street wharf was in excess of the quantity sold at the yard?—A. I say I don't know whether that was so, only I know it was Government iron; new iron, which was taken out of that ship. I don't know whether it was sold or not.

By Mr. HARRIS:

Q. New iron?—A. Iron taken from the ship. The ship had never been finished. They were large pieces, say about 15 or 16 feet long and 7 inches square, lapped together for braces.

Q. It was old iron, then, was it not?—A. She was a new ship before that.

By Mr. BURLEIGH:

Q. Is she finished yet?—A. She was torn to pieces. The wood was in the navy-yard, sold or given away, and the Government was to retain the iron. That was my understanding of it; that they wanted to tear her up. As I say, I saw part of that iron upon this wharf.

Q. Would you be likely to know whether or not the Navy Department had sold or not sold the iron that came out of that ship?—A. No, sir; I would not be likely to know that. Mr. Cook generally sold all the iron, and he could give you more information than I could.

Q. You were asked what ground you had for suspecting that the iron which came up there came improperly, and you said you saw it there, and did not know whether it had been sold or not.—A. O, I could not say that.

Q. Do you know that it had not been sold?—A. No, sir.

By the CHAIRMAN:

Q. You recognized it as the iron which came from that vessel?—A. Yes, sir; and if it was sold I supposed it would have been an advertised sale. I never saw any advertisement of it. Whenever they make a sale in the yard they have a catalogue made up and advertise the sale, and of course then people go down.

Q. Do you know of any combination among bidders or contractors?—A. No, sir.

Q. Have you any knowledge or information of any present, gift, or reward of any kind being made by contractors to parties who were in the employment of the Government in any way?—A. No, sir.

PHILADELPHIA, *Saturday, April* 8, 1876.

WILLIAM H. SIMPSON, Sr., sworn and examined.

By the CHAIRMAN:

Question. State your name and residence.—Answer. My name is William H. Simpson. I reside at No. 249 Dickerson street, Philadelphia.

Q. Did you ever make a proposition for the removal of any part of the buildings connected with the recent navy-yard at Philadelphia; and, if so, what were the terms and conditions of that proposition?—A. I don't recollect the date exactly, but some time in the fall Mr. Randall sent me a letter addressed to him (Randall) from the Secretary of the Navy, asking if he had a friend whom he would like to have make a bid to take down, transport, and erect on League Island the two ship-houses at the Philadelphia navy-yard. The letter was accompanied with a set of specifications from the Navy Department.

Q. Did you thereupon make a bid?—A. Yes, sir. I received the letter and specifications Monday afternoon. The letter stated that the bid must be made before Thursday morning at 10 o'clock, and be forwarded to the Secretary's office or the chief of construction, Mr. Hanscom, at his office. My partner and myself went to the navy-yard, examined the buildings, and we made out an estimate of what it would be worth to remove them, the cost of transportation and everything, and erect them on League Island just as they stood here. We forwarded that to Washington on Wednesday morning.

Q. In time to have reached Washington City at the specified day?—A. Yes, sir; it left here before 10 o'clock on Wednesday. Wednesday afternoon about half past 8 o'clock I received at my house a dispatch from Mr. Hanscom, saying that the bids for the removal of these houses were under consideration at that time. He said, "Please send proposal for furnishing and replacing the broken and rotten timber." This was a consideration outside of the specification. I telegraphed to him that same night, and that was the last I heard of it.

Q. How much was your bid under the first proposal?—A. My bid was $35,000. That was for the taking down, transporting, and erecting them at League Island at my own expense. I was to furnish all transportation. It was also for replacing and furnishing all broken and rotten timber, including glass. I think it was 6 cents per foot, board-measure.

Q. Were there any other terms or conditions to your contract?—A. No, sir; none other.

Q. If I understand you correctly, to the proposal as invited by the Secretary of the Navy,

or the specification under that, you submitted your own terms in strict response thereof, naming the sum at $35,000?—A. Yes, sir; it was signed by myself and partner.

Q. Who was your partner?—A. His name was Thomas Leaming.

Q. And under your contract you were to furnish your own transportation?—A. Yes, sir; I was to furnish scows and whatever means I required to take these things from the Philadelphia navy-yard to League Island, and there to erect the houses as they stood at the yard. They were not put up, however, in that way afterward.

Q. Who obtained that contract?—A. Mr. Nathaniel McKay.

Q. Do you know from any quarter what sum he was to receive for that?—A. No, sir, I do not.

Q. Do you know whether he furnished his own transportation?—A. I know that he did not. The Government lighters were used, and as far as I could observe—and I was there several times myself to see how things were moved—Government men were used to transport them. Whether they were under his pay or under the pay of the Government is a matter that I do not know anything about. He had the boatswain of the yard, Mr. John Briscoe, superintending all his transportation there. I was informed also that a Government tug towed the lighters, but I did not see that myself. I know that he had Government lighters.

Q. Was your attention ever called to the buildings erected at League Island?—A. Yes, sir; he himself told me that he had just received orders from Washington to reduce the frigate-house; to cut it off two stories. It is only about two stories high. I met him one morning in the car, and he pulled out a long envelope and showed me his orders. He did not read them to me, but showed me the substance of them.

Q. Were they in any other respects short of what were named in the specification to you?—A. That I do not know, because I could not be at League Island and here too. I know that the frigate-house stands there just a shed; razeed. The ship-house is erected to the full height.

Q. Your attention having been invited to them atter by Mr. Randall, through the Secretary of the Navy, and you having made a proposal, and your attention having been called to the building since, and the mode and manner of the execution of the contract by Mr. McKay, state what you would have done that amount of work for with the advantages secured by him, and one of the buildings put up as you know it to be?

WITNESS. Do you mean taking out the transportation and reducing the size of the frigate-house, &c.?

The CHAIRMAN. Yes, sir.

A. I think I would have saved money at $10,000 less.

Q. In other words, it would have been a better contract to you at $25,000 than your proposition of $35,000?—A. Yes, sir.

Q. Was your attention ever called to the mode and manner in which the property was received?—A. O, yes,

Q. Was it done with care and prudence?—No, sir, it was not.

Q. Was any injury or damage done to the Government in its removal?—A. Well, I should say that there was. My specification called for me to take the building down so that it could be put back just as it stood. That was a matter of impossibility. It left the tinning out, because it was impossible to take it off and save it and put it back again. That was left out; but the way I understand the specification, I was to remove the boards and everything from the side and the roof, so that they could be used again in erecting the building. There was some rotten and broken timber and lumber I saw in the building, but it was impossible for me to make an estimate of them until I saw them on the ground. I knew that they were broken, although they were standing up there. That was owing to the heavy weights that had been lifted in the house. Others had been rotted off. I do not know how much of it they had to renew, but I suppose there was considerable.

Q. Was your attention called to any other act of the parties in the removal of the property or in the arrangement of that affair?—A. I do not know of anything of my own knowledge. I know a great deal from hearsay, having been close to the yard.

Q. Was any of that property removed at night-time?—A. Yes; plenty of it.

Q. Was there any confusion in moving it?—A. Plenty of confusion. I don't know from my own knowledge of anything, however, outside of what I have stated.

Q. Have you the letter of the Secretary of the Navy, and the letter of Mr. Randall?—A. No, sir; I returned that and the specification to Mr. Randall.

Q. From that correspondence did you understand that Mr. Randall was to designate his friend?—A. Certainly; it spoke in that way. It says, "If you have a friend whom you would like to give an estimate, hand this specification to him, and tell him to forward proposals to this office not later than Thursday morning." That is the way the letter read, word for word.

Q. Do you know whether that was done in any other instance than in your own case?—A. I do not. I thought I had a safe thing of it, and I thought I was all alone, and when I got the chief's telegram, at half past eight at night, it cost me seven dollars to answer it, and I thought then I had a safer thing. I thought the morrow would bring the contract to me, certain; but I was not in Washington, and McKay was.

Q. Were you ever approached by any one to take an interest in the contract, or to be bought out?—A. No, sir; I was entirely outside of everybody else. I don't think anybody knew that I was a bidder for it at all. From the way I received the specification and the letter, I don't think a soul knew anything about it, unless it was the party who brought it to me; nobody, except Mr. Randall, and the attaches of his office here in Walnut street; I suppose they knew all about it, but from a subsequent turn of affairs I thought I was only a cat's-paw.

Q. What made you think so?—A. Several times I was around the navy-yard, and was requested to make bids for different things. They all went the same way. I was only given the figures for somebody else to work by. That is the conclusion I came to; I may have been wrong.

Q. Who else, beside Mr. McKay, obtained contracts for the removal of anything?—A. I do not know of any one. This one-armed man, Reynolds, was mixed up in it somehow.

Q. Is Reynolds not a partner of, or interested with, McKay, in these contracts?—A. I could not say that; I don't know.

Q. Is not that the general reputation?—A. That was the supposition; I do not know the fact.

Q. I mean, when I say the general reputation, among parties who were dealing with him, and the general public; did they so understand it?—A. They understood it. Parties who did the hauling and everything else in the other contracts, understood Reynolds and him to be together, but I do not think Reynolds was with him in the removal of the ship-house. I think he was in the other contracts, the removal of engineer supplies, stores, and all that sort of thing. Reynolds and he worked together in buying, I know, at the sales, but whether they were interested in contracts or not, I cannot say.

Q. You live near the Philadelphia navy-yard?—A. Yes, sir; I live close to there, and was a very close observer. I made it my business to be in there every day or two.

Q. Suppose instead of thirty or sixty days being allowed to the contractors to have removed that property and put it up at League Island there had been four or six months allowed and regular open advertisements made, would the Government have been benefited by such an operation?—A. I think it would.

Q. Largely, in your opinion?—A. Yes; I think they would have saved hundreds and thousands of dollars in the removal alone. He had plenty of time to remove the houses, so far as they were concerned. There need not have been any destruction at all of them, but when it came to getting out, so as to give possession to the Pennsylvania railroad at a certain day, these things were destroyed. You have only to go and look for yourself. You can see it there to-day.

Q. A good deal of property on the yard—for instance, the destruction of a house or tearing it to pieces being incompleted, the shears in the yards and docks, and other things termed fixtures were not removed, and they are there now as the property of the purchaser, are they not?—A. Yes, of the Pennsylvania Railroad. There are two large pairs of shears there. One of them is not of much account, but the other is very good.

Q. What amount of property of that character claimed as fixtures has the Pennsylvania Railroad obtained?—A. There was nothing much—only walls. The first story was left standing of nearly all the buildings. There were only two brick buildings removed entirely. The rest of them were just thrown down on one side to the first story, and on the other side to the second story. On the Prime-street front all the store-houses are left up, and the second-story shutters are hanging there, but on the side next to the navy-yard they are thrown down to first story.

Q. Was your attention ever brought to the sale of condemned material and stores at that navy-yard?—A. No, sir; I never was at a sale there.

Q. Do you know anything about the formation of rings to become purchasers of property sold?—A. Yes, sir; but only from hearsay. I know that it is an old custom around here. It was done thirty years ago.

Q. Do you know of any instance in which parties who belonged to the navy-yard, or were in the employ of the navy-yard, were in such rings?—A. No, sir.

Q. Do you know from Mr. McKay or any other person by what manner of means he secured his contract for the removal of the buildings at this navy-yard?—A. No, sir; without it was through the very same channel that I received my specification. I do not know any other. He had more business in the office of Mr. Randall than anybody I ever heard of. He was there frequently.

Q. Do you know, from your own knowledge or information derived from any quarter, that Mr. McKay saw the bids or proposals made by others?—A. I do not, positively. I have my own ideas of that. I think he was there and examined them all. Mr. Purves, who had business at Washington, one day went into the Secretary's office, and while he was there McKay came in. He planted himself down, threw his feet upon the table, and sat there so that Purves could not transact his business, and left. He went over to Chief Hanscom's office, and had hardly got in there before McKay came in again, and I suppose if he did it with him he would do it with me. Purves was there after something, and McKay was there at the same time, and he followed Purves all around.

Q. Is Purves a resident of this city?—A. Yes, sir; he is in the junk business—Purves & Son, corner of Water and South streets. Charles, the son, is the man I spoke of.

Q. Have you any knowledge or information of any fraud or abuse connected with the naval service in any way?—A. Not positively.

Q. Have you any information, the sources of which are available to this committee?—A. As I said before, only from hearsay. A transaction occurred last summer in which McKay was mixed up, before the removal of the navy-yard was talked of. I keep a lumber-yard along with my other business, and I furnished a lot of inch-and-a-half spruce to make boxes that were made outside of the navy-yard, and carted in there early in the morning to pack something in, I don't know what. It was done in the gunner's department, wherever it was.

Q. When you say early in the morning, you mean before regular office-hours?—A. I mean before 8 o'clock in the morning, before the navy-yard bell rings. My wagon used to take them in. They were made in a little street close by where I live, in a yard, by a couple of men who were at work in the gun-carriage shop. They were not made for Mr. McKay, directly or indirectly. They made them for the gunner of the yard, Mr. Joseph Smith, and I sold the lumber to make them and received my pay from him.

Q. What connection did McKay have with it?—A. That I don't know, except from Smith. Smith told me that the articles to be packed in them were for Mr. McKay. They were to be shipped away for him. He did not tell me what articles they were.

Q. Where is Mr. Joseph Smith now?—A. I don't know whether he is on League Island, or whether they have sent him to sea. His residence was on the north side of Dickerson street, one door from Fifth, at that time. All I did was to furnish the lumber and my wagon took it to the yard.

Q. Do you not know where they were shipped to?—A. I cannot say after they were taken to the navy-yard. In fact I did not see the boxes at all. I know that I was well paid for my lumber, and was paid as soon as I could furnish it.

Q. Were you ever employed in the navy-yard yourself?—A. Yes, but not within the last five or six years. I broke up a monitor for outsiders last September a year ago.

Q. For whom?—A. For C. E. Pennock & Co., through A. Boyd. Boyd is one of the firm at Coatsville. The monitor was named the Suncook.

Q. Do you know the terms upon which Pennock & Co. had the contract for breaking her up?—A. Boyd told me six dollars a ton was the sum they agreed to pay him.

Q. What became of the iron taken from her?—A. It was shipped to C. E. Pennock & Co., at Coatsville, over the Reading Railroad. I shipped most of it myself.

Q. Do you know who composed the firm of Pennock & Co.?—A. No, sir. Boyd is one of the firm. I don't know any others. I used to sign for them when the iron was shipped from the yard, and when it was shipped after we took it away from the yard I used to sign C. E. Pennock & Co. so many tons of iron from the United States Government. I had to sign all the receipts.

Q. You understood from Mr. Boyd that he received from the Government six dollars a ton?—A. Yes, sir; and he gave me that, and then I was to be paid for extra services as watchmen. We were obliged to take it away from the navy-yard, and they had to hire watchman and wharfers and all that. They owe me $1,800 now; that is, I fell short $1,800 in the contract.

Q. Who weighed the iron from that vessel?—A. The navy-yard clerks.

Q. Do you remember their names?—A. The first one that weighed it was Francis DuBois, also George Seaman. He was clerk and confidential or private secretary to Mr. R. W. Steele, then assistant naval constructor and now naval constructor; afterward Joseph Mutch weighed it.

Q. Where was the advantage to Mr. Pennock in that trade?—A. I cannot say as to that. They told me that he got two tons of old for one of new. He was to furnish new iron for the old—two for one. That is what Boyd told me. He was also to have the six dollars a ton for breaking it up, which he gave me. He did not want to make anything off of my labor. He was willing to give me all the Government gave him.

Q. He and you both then were paid on the report of weight made by those clerks?—A. Yes, sir; we were paid six dollars a ton. I had a partner in the matter named C. E. Williams. We were paid by the ton delivered according to its weight, because we had no other way of coming at it. We did not weigh it ourselves.

Q. How did you happen to run short $1,800?—A. It cost me more to break her up than I got. The number of tons of iron did not amount to the labor that I expended on them; the money that we paid out.

Q. Supposing the clerk committed errors by furnishing light weight?—A. That I could not get at at all. I built one of them, and I always understood that there was about eight hundred tons of iron in them, but this one did not come to that. None of them did. I believe we furnished the most iron as far as I can understand. We turned more off ourselves than any of the rest of them did, but still we fell short.

Q. Do you know how much you fell short of the 800 tons?—A. I think we got out very nearly seven hundred tons of iron. Williams has all the weight. I did not keep that. I built one of them, however, in a contract, over the river. That was the Kaoka, and that is the reason I made my estimate of the 800 tons of iron for the breaking of her up, or else I would not have touched her. The Kaoka was afterward broken up at Wilmington.

Q. Do you know of any other fact material to this investigation?—A. No, sir; I do not of my own personal knowledge. I did put in a proposal for breaking up these three large monitors after the parties had removed the machinery, the Terror, Miantonomoh, and Tonawanda. That was through the solicitation of Mr. Steele. He asked me to make an estimate of what I would take these old hulls and break them up for, stripping the copper from them and returning everything to the Government—break them up clear and clean after they were done with the machinery. Mr. Cramp took the Terror, Mr. Roach took the Miantonomoh, and Harland & Hollingsworth the Tonawanda. We gave an estimate for $10,000 apiece, or $13,000 including the dockage.

Q. You didn't get the contract?—A. No, sir; they never left the places where they took the machinery out until they took them on the shop somewhere. One of them was sold and burned up the river somewhere—perhaps fifteen or twenty miles up the river. Cramp's was sold up there.

Q. State if you know anything about the purchase by Mr. McKay of some ship-knees at the Philadelphia navy-yard, and all you know about that.—A. There were six piles, and I think there were about thirty in a pile; or about one hundred and eighty knees altogether. I counted them, or tried to count them, after the sale, with the view to the making a place to store them. I understood afterward that he got between five hundred and six hundred knees out of them by picking up others around the yard and hauling them to his pile. Mr. William McCahan did a great deal of the hauling. He has a lot of those knees on storage now. He also had some gun-carriages and slides. There were eight very large gun-carriages and slides. He asked me about storing them, and whether I could put them under cover, and whether I would be responsible for the brass that was in them, and all that. I told him if he made the thing an object so that I could employ a watchman, I would be responsible; but they were afterward stored with the Pennsylvania Warehouse Company, and I think they are there yet.

Q. As I understood, Mr. McKay had become the purchaser of the knees?—A. I knew he bought six piles. They were right in the center of the yard, away from everything else. There were no knees near that pile, but the pile accumulated and increased in size. I think when they were through hauling they had five or six hundred of them, old and new. A lot of old knees taken out of the Nebraska, that they broke up there, were also put in his pile. Mr. McCahan hauls for his brother at the sugar-house corner of Otsego and Morris streets. McCahan had all to do with these things, and has a lot of them in his possession now. He hauled the gun-carriages also, and put them in this warehouse at Lombard street.

PHILADELPHIA, *April* 12, 1876.

JOHN SHERIDAN sworn and examined.

By Mr. BURLEIGH:

Question. What were you doing at the navy-yard at the time they were moving the iron and material therefrom last year?—Answer. I was foreman for McCann, to see that his teams should be used rightly, and see that the drivers stole nothing.

Q. What did the teams do?—A. They hauled iron, furniture, chocks, and different kinds of material, metal, copper, &c. Some of them to the north wharf, and some to the south wharf.

Q. From where?—A. Some of it came from the cellars. I could not say whether it was the ordnance department, or whether it was bought. Some of it was composition. Reynolds said, one morning, that he wanted some teams. I sent him a couple. Wm. B. Hamilton and James O'Brien had teams there hauling the composition, and I understood it ought to have been weighed. I took down three loads in succession to the south wharf, to the bulkhead. There was an old man who was engaged as watchman on this composition. He lived in Smoky-Hollow. The composition was composed of brass scales. There might have been some copper.

Q. Do you know whether that was weighed in the yard?—A. I thought the empty wagons should be weighed, and when the load was put on it ought to have been weighed.

Q. Do you know that the composition was not weighed in the pile?—A. I don't know that. After I hauled two loads, I was going up after the third load, and the weigh-master asked me if it had been weighed. I told him it had not. Reynolds's clerk had not told me to get it weighed. He told me that I should go on the scales and get it weighed. I did so.

Q. How many loads had you delivered on the wharf before you got weighed?—A. Three loads that were not weighed.

Q. How many loads did you haul that were weighed?—A. One load; that was the fourth load.

Q. Where did you put that fourth load?—A. In the same pile.

Q. Did you dump it on top of what was weighed?—A. Yes, sir; Mr. Reynolds's men unloaded the wagon. James Brown told me that he had no iron weighed while he was hauling it.

Q. Where were the scales at that time?—A. They might have been one hundred and fifty yards from where it was loaded up.

Q. They were in the yard?—A. Yes, sir; right opposite where I was loading.

Q. Who had charge of that composition at that time?—A. I do not know their names.

Q. Did you see any officers of the Government?—A. Yes, sir; I saw several of them.

Q. Did any of them have charge of the copper, to tell you what to do with it?—A. I could not tell except this one man that I saw by the scales, and at different times where the composition was being loaded.

Q. Was this man there when you loaded?—A. Yes, sir; I saw him about the pile when I was loading.

Q. Was he there when you loaded the carts that you did not weigh?—A. No, sir; I met him at the scales coming up. I saw him pass by several times through the yard, and he saw me hauling.

Q. Who told you to haul this copper to the wharf without being weighed?—A. Reynolds's clerk told me to haul this stuff down to the south wharf. I asked him after this occurred, and after I had been weighed, "Shall I go on the scales, and get weighed with this load?" That, I think, was the fifth load that I had hauled. He said, "No; just go down without being weighed; go right down to the south wharf."

Q. Did you do so?—A. I did.

Q. Did any officer say anything to you, or ask you if it was weighed?—A. No, sir.

Q. Did you haul any more loads of composition after that?—A. No, sir; I gave up the team to another man.

Q. You are sure you hauled five loads of composition, and that you weighed but one load out of the five?—A. Yes, sir; and the fifth load I was told to take down to the wharf; that it made no difference about weighing it.

Q Was that in the night-time?—A. No, sir; in the broad daylight.

Q. Were you there in the night-time when they were removing iron?—A Yes, sir.

Q. Where did you take the iron from that they removed?—A. McKay had me stationed on the north wharf. He had some contract with McCann that I should take charge of the north wharf and boss the teams for him at night, and keep the men to their work.

Q. You were not then at the pile of iron that they were loading the teams with?—A. I was at different times in the night.

Q. What kind of iron did they take from the pile?—A. Some long bar-iron, and some not so long.

Q. Did they haul all that to one scow?—A. No, sir; some of it went down to the south wharf. I saw three or four teams of Reynolds's that came there to haul it, and they hauled it to the south wharf.

Q. When they dumped it on the south wharf, whose barges took it from there?—A. I cannot tell; I saw canal-boats and scows there.

Q. But these were Reynolds's teams that went to the south wharf?—A. Yes, sir.

Q. Where did your teams go?—A. To the north wharf; what was supposed to be to the Government barges. Our teams, in the night-time also, hauled loads down to the south wharf—at least the drivers say so—to what was supposed to be Reynolds's boat.

Q. Did they tell you they also drove their teams the same night to the Government boat?—A. Yes, sir.

Q. Did you see any iron loaded on your teams at that time?—A. I saw them load iron on Reynolds's teams at the new iron-shed—the shed where the new bar-iron is.

Q. Was that new bar-iron?—A. It looked like it. It was not rusty very much. Some of it might have been a little rusty.

Q. Do you know whether or not any of that iron was hauled to the Government boat; I mean any out of that same pile?—A. Yes; I was at the north wharf where the Government boat was supposed to be loading, and I saw the iron taken out of the same shed that Reynolds was hauling from. It was supposed to be the same kind of bar-iron.

Q. What was the difference in the iron hauling to the Government boats and that hauling to Reynolds's boats?—A. Sometimes there was a difference. Reynolds hauled old junk.

Q. I mean, what was the difference in the iron taken from the shed, some of which went to the Government boats and some to Reynolds's boats?—A. I cannot tell you that; where they were loading up Reynolds's teams it appeared to me to be bar-iron. I saw a man put bar-iron in his wagon.

Q. Did you see them at the same time putting this same kind of bar-iron on the Government wagons?—A. Yes; the same kind of iron. Reynolds's wagon was backed in at one door, and the Government wagon backed in at another door. There were two gangs working, and they took them out of the same pile. They were piled up on long shelves.

Q. One team would load from those shelves for the Government, and the other for Reynolds out of that same shelf?—A. If two of Reynolds's teams came in they would load them up, and if the Government teams would come in they would back to the same door, and they would give them the same iron out of the same pile.

Q. Are you sure of that?—A. I am.

Q. Did you or not notice any difference in the iron taken by Reynolds's and by the Government teams at that time?—A. No, sir; there might have been some long and some short.

Q. If there had been any difference you would have noticed it?—A. I should; I did not stay there very long. Reynolds's teams would come to the same doors that the Government teams, had just backed out of.

Q. Were there any officers of the Government there at that time?—A. They were supposed to be there. I do not know them very well, though.

Q Did the Government officials have anything to say in regard to what iron should go to Reynolds's boats, and what to the Government boats?—A. I never heard one make a remark as to where it should go.

Q. Who superintended the loading of those teams?—A. Different men; a man superintending to-day might leave to-morrow. Those were men hired by McKay.

Q. Was McKay there himself?—A. A man named Morrissey had charge of the iron the night I am speaking about, and I think he left the next day. They commenced to abuse him. I think it was a drunken book-keeper of McKay's commenced abusing Morrissey because he did not keep the teams going faster, or load them heavier.

Q. Are you sure that McKay or his men, in loading up these teams, were not acting under the directions of a Government officer?—A. I do not know under what directions they acted, but I know that when McKay came into the yard it was all McKay. Every one jumped around then, the officials and all. The gunner, Smith, employed me to do some hauling for the ordnance department. I presented the bill to him, and he said, "I will be damned. McKay must pay for this."

Q. You say iron was hauled to the south wharf?—A. I could not say whether it was Government property. It was supposed to be theirs.

Q. And you say that Reynolds was hauling to the bulk-head?—A. Reynolds's boats generally came in at the bulk-head.

Q. The material that you dumped at south wharf was put aboard the Government boats from that place, was it not?—A. I cannot tell you that.

Q. Was the material that was put on at the bulk-head put on Reynolds's boats or the Government boats?—A. The composition was put aboard of what was supposed to be Reynolds's boats, and taken up to Queen street and unloaded there.

Q. And the iron?—A. The iron also.

Q. Was that which was hauled to the bulk-head put aboard Reynolds's boats?—A. That was the supposition.

Q. Did you see them loading it?—A. Yes, sir.

Q. Did you see the men loading from the south wharf into the Government boats to go to League Island?—A. Yes, sir; several times. At different times the boats came into the south wharf for League Island. That was supposed to be the Government boats.

Q. What else did you haul from or about the navy-yard except iron or composition?—A. I never hauled any copper.

Q. Did you haul any timber?—A. Yes, sir; we hauled it down to what was supposed to be a Government barge or boat. It was live-oak, &c.

Q. Did you haul any timber for any one to take in any other direction?—A. We hauled knees.

Q. Did you haul any timber in any other direction than toward the Government barges to be loaded thereon; I mean in the yard?—A. No, sir.

Q. Did you haul any timber out of the yard?—A. No, sir; only what loads of wood we fetched out for McKay's clerks, book-keeper, or whatever they may be. A man who worked for Reynolds got me to send one of our drivers to haul a load of wood up to his house, and he said that he would pay for hauling it. It was old wood, I supposed, gathered up from the yard.

Q. You did not go to any wood-pile to get it?—A. No, sir; there was only one load. He said that he had a pass to take it.

Q. Did you see the pass?—A. I did not.

Q. Did the watchman at the gate demand the pass?—A. I do not know that. I did not drive that load myself.

Q. You have spoken of knees; what were they?—A. I saw a pile in the yard, and I saw it increased.

Q. Did you see anybody increasing it?—A. I heard that it was the order of McKay to gather all the knees in the yard and throw them at the foot of that pile.

Q. Did you see McKay's men carrying knees to that pile?—A. No, sir.

Q. Did you see any teams hauling knees to that pile?—A. I did not.

Q. You say that the pile increased?—A. Yes. sir.

Q. You know that?—A. Yes, sir; I am positive of that.

Q. How much did it increase?—A. There might have been two hundred and fifty or three hundred knees around of increase. The whole pile consisted of about seven hundred knees We hauled three hundred and nine of those knees from the yard.

Q. Who for?—A. For McKay.

Q. Where did you haul them to?—A. Some of them to Queen street and some of them to our own stable-yard. There are one hundred and fifty-nine there yet.

Q. And the balance you hauled up to Queen street?—A. Yes, sir.

Q. Who hauled the rest of those knees?—A. Mr. McCann's teams hauled some of them.

Gallagher's teams hauled some of them, I suppose. They were teams McKay had employed every day in the navy-yard.

Q. Did you ever haul anything outside of the yard except wood?—A. No, sir.

Q. Did your teams ever haul anything outside of the yard except wood?—A. Not that I know of.

Q. Did you see teams loading up with copper or iron?—A. One of our teams hauled out two hydraulic jacks. This was the last day at the navy-yard, when we finished. This was by order of Mr. Black, McKay's foreman; so the driver, Samuel Bolton, told me. I asked him what was his load, and he commenced a stumbling. He says that he had a load of junk and two hydraulic jacks. I asked him who he was hauling for. He said he was hauling for John McCall. McCall was a man who kept a junk-shop in Front street, below Tasker. I said to Bolton, "Don't you know that you were doing wrong?" He said, "No." John McCall told him to wait there. It was the orders of Black. John McCall gave him the orders, he said. I asked him if he did not know what the jacks were worth. He said, "I do not know anything about that. I did not know what they had in the wagon." I was lighting my pipe in the shop, and he told me this was for McKay, and it was Black's orders "to load it up." Bolton said, "I got scared." He said that the load was for McKay. I asked him how he got out. He said the old detective let him out at the gate.

Q. Who was he?—A. I think his name was Mellick. John McCall, he said, told this man that the load was for McKay. My man told me that when he went out of the yard he did not let him go direct from the yard, but turned up Washington avenue and down Second, and to McCall's cellar with the stuff. I saw John Briscoe flying around there with McKay. He was the boatswain of the yard. He was helping McKay pull ropes and hoist away, and boss men. I saw McKay and him at supper. I should think that he was a Government official, and had no right to run in and pull ropes and hoist on machinery like that.

Q. If you had known that the Government had sold Reynolds all the iron that they did not want for immediate use, and the balance was to be removed to League Island, would you have mistrusted anything wrong?—A. I would. Reynolds's men went about more like thieves—Kenney, and two or three more of them—than anything else. I always suspected that there was something wrong, and the winding up was the chief thing that made me suspect it. If they met a tire of a wheelbarrow, or a wheelbarrow with a wheel in it, and thought it was in their way, they would knock the tire off, or anything that they could. I saw the book-keeper or the time-keeper for Reynolds take either a wheelbarrow or a push-car lying there, and hit a few raps with a hammer to see if he could knock the tire off. It was lying at the blacksmith-shop.

Q. Did he succeed?—A. No, sir; he hit it a few raps, and I heard him say that it was no use. He made that remark to Kenney.

Q. Were the wheels good for anything?—A. No, sir; the spokes were not very good. I heard people say that they saw fire-buckets on Reynolds's boats. I think it was James O'Brien, although I am not positive.

Q. Was any timber that you saw there put in the water?—A. Yes, sir, it was put in rafts.

Q. Who had charge of those rafts?—A. McKay had so many foremen, I don't know who had charge of it.

Q. Did McKay's men take the timber as you hauled it, and raft it?—A. Yes, sir.

Q. Did you see any of that timber go away from the yard, in either direction?—A. No, sir.

By the CHAIRMAN:

Q. There was a great deal of hurry and confusion in the removal of the property, was there not?—A. Yes, sir: there was, indeed.

Q. Do you know the fact, if it was so, of the absence of the officers of the yard in controlling the removal of the property, particularly in the construction department?—A. I saw officers about there. It seems that McKay could control them all.

PHILADELPHIA, *April* 11, 1876.

ADAM SIMPSON sworn and examined.

By the CHAIRMAN:

Question. You reside or do business near a place called Queen-street wharf, do you not?—Answer. I do; adjoining the property at Queen street.

Q. State if at any time you have seen any irregularity, or impropriety, or illegality in the removal of any property of the Government from the navy-yard?—A. At the time of the removal of the material in the yard, I saw either thirteen or fifteen pieces of white-oak timber hauled into our dock, and there made fast. My impression was that it was stolen from the Philadelphia navy-yard, because I had seen the same kind of timber in the yard,

and was under the impression if it was sold that I should certainly have a chance to bid on it. I then made up my mind that no stolen property from the navy-yard should be within our limits or in our vicinity. I sent a note down to the commodore of the navy-yard stating that this timber was right under our noses, and I had every reason to believe it was stolen, and, therefore, I would like him to send somebody to take it away, as we did not harbor any stolen goods. Those are pretty nearly the words that I used. I then received a note from the commodore of the yard, returning his sincere thanks to me for giving him that information. He sent a tug-boat and some men, and removed it.

I will now state what little I know in reference to the sale of the knees. There was a sale in the yard of scrap-iron and refuse stuff that was of no account. I looked at the advertisement and found that there was no timber named in it, and, therefore, did not go near it. Immediately after the sale I was informed that there had been a very large lot of ships' knees sold. I heard of the price they were sold at, and it astonished me so greatly that I spoke to my father, suggesting that we go down and see what they looked like. I took it for granted that they were worth more than that for fire-wood, let alone ship purposes. We examined the knees and went all around the pile, and found some very good and some very poor. To my utter astonishment, in eight or ten days afterward, I had occasion to go down in the yard, and found that the pile had increased considerably. I asked one of the teamsters, who was hauling stuff down to the barges, &c., how the pile of knees had increased. He said, "we have been gathering the knees up all around the yard by McKay's orders, putting them in the pile.

Q. The fact was that you saw the pile of knees directly after the sale, and subsequently, within a few days, you saw them again. In that time the pile had increased?—A. Yes, sir.

Q. Largely increased?—A. Very largely.

Q. At the time you first saw them, how many knees do you suppose there were?—A. I should suppose there must have been 500 in the pile. That is a guess, of course. Judging as an expert, I should say about that number.

Q. When you saw them again, what is your estimate?—A. I candidly think that that pile had increased 200, from those gathered up around the yard.

Q. You say that you had looked over the catalogue or advertisement, and saw no mention made of the knees and other timber?—A. The foreman told me in the yard, after I made inquiries there, that McKay had these knees sprung on the tail end, or bottom, of the catalogue. I am positive that they were not advertised. If they had been I should certainly have attended the sale.

Q. Are you a ship-carpenter?—A. I am.

Q. Do you know the value of knees?—A. I do.

Q. Have you a good opinion of what a good knee is when you see it?—A. I think so.

Q. Now, as to this additional number of knees that were placed there, from your inspection of them can you say whether they were a valuable increase or not?—A. They were a valuable increase.

Q. Have you any idea when that lot of white-oak timber of which you have spoken was brought to your dock—whether in the night-time or the day-time?—A. I think it was brought there between the hours of 12 and 1 o'clock, when everybody was at dinner. It was scarcely made fast when I discovered it.

Q. Could it have been brought up there by the flow of the tide, or the reflow?—A. No, sir; it never could have been got there by the tide. It was impossible for it to get there by the flow of the tide.

By Mr. BURLEIGH:

Q. Were they large sticks of timber?—A. Yes, sir: they were good sticks of timber. They were brought up in the head of the dock between two long piers.

Q. How soon after you saw that did you report the fact to the commodore?—A. Within a few hours after I first saw it. I sent a message at once to the commodore, and he wrote immediately thanking me for the information.

By Mr. HARRIS:

Q. How soon were they taken away?—A. I think it was the next morning. He sent a tug-boat, and also an order to me to show the men where the timber was.

By the CHAIRMAN:

Q. You have no knowledge as to the means by which this lot of timber was brought to your dock?—A. It might have been brought there by a tug-boat, or by means of row-boats. It must have been towed there in some shape or form or it could not have got in there.

Q. It was not in the direction from the navy-yard to League Island?—A. No, sir; it was right the reverse.

Q. And, as I understand you, it must have got there designedly?—A. Yes; that is my candid opinion. It could not have got there in any other way.

Q. Have you knowledge of any other abuse or fraud?—A. I saw considerable in the way of canal-boats loaded with brass, iron, &c., being discharged right alongside of our yard at

Queen street, near the warehouse there. I noticed it more particularly for the reason that there was so much new stuff. For instance, screws, such as are put under the breech of a gun to elevate it, and the bearings or sockets, everything was new. They had never been used. I suppose three or four canal-boats full of that was landed. Another thing that made me notice it particularly was, that it would go into the store-house, as you might say, in the morning, and go out in the afternoon; or, if it went in in the afternoon it would go out the next morning. It did not tarry there but a few hours. That was under the supervision of Mr. Reynolds and Mr. McKay. I saw McKay around there two or three times.

Q. You say that this was new?—A. The greater portion of it was new.

Q. You don't know whether it was property that had been bought by either one of these parties?—A. I cannot say. All I know is that I saw the stuff landed and taken into this place.

Q. I understood you to say that you had noticed a quantity of brass?—A. Yes, sir; that is what I am speaking of; this new brass in particular. I also saw pig brass taken out of these canal-boats, and put into that place.

Q. You mean small bars?—A. Yes, sir; about 70 or 80 pounds.

Q. You say that you saw that stuff moved from the warehouse pretty soon?—A. Yes, sir. As I have said before, sometimes it would go in there in the morning, and out the other way in the afternoon. There are two entrances. They could haul in on the back way, and haul out on Swanson street.

Q. Was your attention ever called to any transportation of material made by means of carts from the navy-yard to that old warehouse?—A. That was not under my personal knowledge. I heard a teamster, named Gallagher, who did a great deal of hauling in the yard, say that he hauled a great deal to Clyde's line.

Q. Have you heard any parties speak of matters within their own knowledge?—A. I heard a foreman of teamsters, whose name I don't remember, speaking of McKay putting the lights out, and turning the teams down from one pier to another; but I became disgusted with hearing so much of it. I also heard Gallagher say things of that kind.

By Mr. JONES:

Q. Did I understand you to say that there was a large amount of this copper or brass, that was in the pig?—A. I cannot say how much there was of it, but I saw some of these pigs taken out of the boats.

Q. How many do you think you saw?—A. I saw them carrying them across, putting them into a cart, and taking them into this place. I would not like to say how many. I don't doubt but what there was a half-dozen cart-loads of that kind. There were different kinds of brass and that was mixed along with it.

Q. Do you say that there were half a dozen cart-loads of pig brass?—A. I wouldn't like to say that there were. I had no occasion to take particular notice of it. I could see them throwing it into the cart.

Q. You don't know whether this was brass or composition metal, do you?—A. It was composition and brass, also.

Q. Do you know whether this was pig-copper or not?—A. It was composition.

By Mr. HARRIS:

Q. How much brass or copper do you say now, without guessing at it, you can swear you saw moved from a canal-boat to a cart? You have said, in answer to Mr. Burleigh, you have no knowledge that there were a half-dozen cart-loads. Did you see one cart-load of pigs?—A. I saw three or four canal-boat loads of brass and composition, and a great deal of new among it.

Q. You saw three or four canal-boat loads of brass and composition?—A. Yes, sir.

Q. That you swear to?—A. Yes, sir.

Q. Did you see a single boat that had nothing else but brass?—A. I saw some boats that had iron.

Q. Did you see any canal-boat coming there with nothing but brass or composition on board?—A. That I could not swear to positively, because some of these boats that had brass or composition in, had shell and round-shot in the bottom.

Q. But you have sworn that you saw three or four canal-boat loads of brass. I want to know if you saw one canal-boat loaded with nothing but brass?—A. I could not say as to that.

Q. How, then, are you able to say that you saw three or four canal-boats of brass, if you didn't see one?—A. Well, mostly brass, I would swear to, but I would not like to swear positively that they had nothing else but composition and brass. I will say mostly brass.

Q. How near were you to one of them?—A. On the deck looking down the hold of some.

Q. You were on board of them?—A. Yes, sir.

Q. You say that you saw one almost wholly loaded with brass?—A. Yes, sir,

Q. Do you know to whom it was delivered?—A. That I cannot say.

Q. Did you know that Mr. McKay bought any composition?—A. I have no knowledge of it.

Q. Do you know that he *did not*?—A. I cannot say.

and was under the impression if it was sold that I should certain[illegible] ion of can-
on it. I then made up my mind that no stolen property from [illegible]
within our limits or in our vicinity. I sent a note down to the [illegible]
stating that this timber was right under our noses, and I [illegible] only myself,
was stolen, and, therefore, I would like him to send some[illegible] d to it.
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him that information. He sent a tug-boat and some [illegible] em that something

I will now state what little I know in reference [illegible]
sale in the yard of scrap-iron and refuse stuff that [illegible] anything about Mr.
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it. Immediately after the sale I was informed [illegible] s altogether right.
knees sold. I heard of the price they were sold [illegible] that was a steal of some
to my father, suggesting that we go down an[illegible] s I have some data to go on.
that they were worth more than that for fi[illegible] d out whether you come here
the knees and went all around the pile, a[illegible] aw, that something was wrong, or
my utter astonishment, in eight or ten [illegible] your intimation. If you know that
yard, and found that the pile had inc[illegible] e to this committee or to yourself if you
who was hauling stuff down to the [illegible] if I knew of anything directly that was
said, "we have been gathering the [illegible] possibly could. My impressions were that
ting them in the pile. [illegible] data to go on.

Q. The fact was that you saw [illegible] your judgment, there were three canal-boats loaded
within a few days, you saw th[illegible] be, in all the copper and brass you saw, three loads for
Q. Largely increased?—A [illegible] best of my knowledge, that there were three canal-boats,
Q. At the time you first [illegible] brass and iron. I will not leave the iron out.
should suppose there mus[illegible] at deal of difference in the value of it, wouldn't it? I want now
as an expert, I should s[illegible] Will you swear that you saw fifty tons of copper and brass
Q. When you saw th[illegible] least calculation: I would swear to a hundred tons.
had increased 200, fro[illegible] copper and brass and metal of that class?—A. Yes, sir; to the best
Q. You say that [illegible] belief.
tion made of the k[illegible] to that timber. Did you not see anybody bring it there?—A.
inquiries there, th[illegible]
logue. I am p[illegible] anybody about there during that day, who looked as though he was going
have attended [illegible] No, sir; I kept a watch around there; and not only that, but I gave our
Q. Are yo[illegible] orders to see if he could find anybody who came there to meddle with it.
Q. Do y[illegible] nobody there; you didn't see McKay there?—A. No, sir.
Q. Hav[illegible] re no reason, then, to form any opinion who did it?—A. No, sir.
Q. No[illegible] this laid together as a raft?—A. Yes, sir; it was all chained together with staples
tion of [illegible] It was made a raft of.
valua[illegible] any of it piled one above the other?—A. No, sir; they were all side by side.
Q. [illegible] either 13 or 15, and I would not be positive which.
wa[illegible] it large timber?—A. Yes, sir.
br[illegible] You never had any knowledge or intimation of who brought that there?—A. No, sir;
s[illegible] tried my best to find out since, but I could not do so.
[illegible] You inferred that somebody had stolen that?—A. Yes, sir.
Q. Wasn't it a little remarkable that fifteen sticks of white oak should be stolen at midday
and brought into your dock in midday and tied up and nobody know anything about it?—
A. It was done between twelve and one, and everybody was at dinner.
Q. Did you afterward find out anything about it?—A. No, sir.
Q. Did you see the commodore afterward?—A. No, sir.
Q. Did you ever go to the navy-yard to make any inquiry in relation to that timber?—A. No, sir; I did not think it was worth while after he came and took it away. I was glad to get rid of it.

Q. It only staid there from one day at noon until the next morning at ten o'clock?—A. He attended to it at once.

Q. Did you look over these knees to see what proportion of them were good?—A. Yes, sir; I looked all around the pile.

Q. What do you think they were worth?—A. There were some very good ones. Some were worth twenty dollars and others were not worth two dollars.

Q. Was there anybody to pay twenty dollars for them?—A. Dealers in wood didn't know anything about the sale, because it was not advertised.

Q. Was there any market for those knees here that would have made any of them worth twenty dollars apiece? Would you have given twenty dollars for any of them?—A. Yes, sir; there are some among them now that I would give twenty dollars for, if I was allowed to pick them out. Others I would not give more than ten.

Q. How many were there of that kind?—A. There might have been a hundred in the lot that I would give twenty dollars for.

Q. Do you think there were?—A. Yes, sir.

Q. With the market as it was at that time, ship-building being as it was, what do you suppose, taking them as they stood, those that had been and those that had not been used,

they would have brought in the pile at an advertised auction?—A. They would have brought from $2,000 to $2,500 under the hammer, I candidly believe.

By Mr. JONES:

Q. You say that you are a ship-carpenter and builder?—A. Yes, sir.

Q. Acquainted with ships' knees such as they use in the navy-yard?—A. Yes, sir.

Q. Were there any of these knees there that you think would be serviceable for the Government, such knees as they are buying and receiving every day?—A. Yes, sir.

Q. How many of this pile should you think could be worked in in the navy-yard?—A. That would be a hard matter to say without close examination. I should say from one-half to two-thirds could have been used for the Government purposes. For instance, if they want a six or eight inch knee, and it is a little sappy or bad, they reduce it and use it for whatever purposes they may want it. Yes, I should say two-thirds of them could be used by the Government.

Adjourned.

PHILADELPHIA, *April* 11, 1876.

JAMES SIMPSON sworn and examined.

By the CHAIRMAN:

Question. What is your business?—Answer. I was a ship-builder, in the dry-dock business. I am now out of it, but my sons are in the business, and I go down to the wharves and back and forth.

Q. Are you a native of Philadelphia?—A. Yes, sir.

Q. Have you a wharf somewhere near Queen street?—A. Yes, sir.

Q. Do you own the property next to the warehouse there?—A. Yes, sir.

Q. Were you there about the time the Government iron was being brought over from the navy-yard?—A. They told me that it was Government iron, and came from the navy-yard.

Q. Did you observe what it consisted of?—A. There was almost everything in it. I even saw new cannon-balls there, and all kinds of iron. I was astonished to think of the Government selling such stuff as that.

Q. Describe it as well as you can —A. They used to have the place full of iron at times, and sometimes on the other side there would be a canal-boat taking it away; they used to come in wagons. I have seen loads of these splendid screws to elevate guns hauled up and put in the Water-street way; they would take them out the next morning. I was told that they came from the navy-yard, and I should judge it was navy-yard stuff.

Q. Who told you that?—A. It was a common thing around there.

Q. Did you see bar-iron?—A. Yes, good iron, new iron.

Q. What size?—A. All kinds; all sizes.

Q. Large and small?—A. Large and small. I have seen some of these big guns hauled up there.

Q. Do you know anything about whether this property had been sold or not?—A. I do not.

Q. You have no knowledge on that point?—A. No, sir; I went down with my son and saw a pile of knees. He told me that there had been a great sacrifice of knees there. I didn't know anything about it. I asked him if it was not advertised: he said no. I asked him who bought them, and I think he mentioned this man McKay. I went down and looked at them, and in the course of a week or so went down again, and I saw him hauling knees up to the pile. Said I, "He has not bought them." "No," one of the teamsters says, "he picks them all up and hauls them all on to his pile."

Q. How many knees did you see there?—A. I think at one time there were 400. I didn't count them. A man said that there were that many; the teamster who hauled them out said there were 700, or something like that.

Q. Can you form any opinion as to their number?—A. There was a tremendous pile of them.

Q. What kind of knees were they?—A. ship-knees.

Q. As to age and quality?—A. Some of them had been in the yard a good while; there were some good and some poor ones.

Q. What proportion would do to work again into new work?—A. Sometimes you can take a big knee and make a small one of it.

Q. Were they of that class that were not exactly fit for ship-work?—A. Some of them were.

Q. What proportion of them would you call poor knees?—A. I don't know that; they generally work those knees into second sizes. They all could have been worked in, without they were too bad.

Q. It would not be very profitable to buy large knees and saw them down, would it?—A. They could soon saw them down.

Q. But you have to pay very much more in proportion for large knees than you do for small ones?—A. Yes, sir.

Q. *Did they look to you like the* refuse of the navy-yard, or like new knees?—A. They

were old knees, I think. They had been there a good while. I don't know how long they had been there. When they are laying about in the sun they soon get stained. Some of them were cracked and some of them looked first rate.

Q. What would you think, taking the lot through, they were worth apiece for a ship-builder?—A. If a man had use for them right away, I should think they were worth three dollars apiece.

Q. Taking the market as it was at that time what do you suppose they could have been sold for?—A. I cannot say that.

Q. I suppose it is a fact with regard to knees as with everything else, that they are not worth anything unless somebody wants them?—A. Yes, sir. But we generally try to put them somewhere to secure them from damage, so that the only loss will be the interest on the money. We generally put them in the water.

Q. What do you suppose they would bring in the market at this time, properly advertised, and sold to the best advantage?—A. There was such a lot of them there at once; more than one person would want. If they had been divided into smaller lots they would have brought a great deal better price.

Q. But the Government had them to sell, and was cleaning up the yard?—A. They were worth a great deal more than I heard he paid for them.

Q. What do you think they were worth and could have been sold for, taking proper advertisement and sales to the best advantage?—A. About $500, I think, for the whole lot.

Q. Do you think that would have been a fair price for them?—A. No; for a man who wanted to use them it would not be. I have paid thirty and forty dollars for pieces, such as some of these, for making breast-hooks for merchant vessels. They were large timber. There were some small ones among them. I have no doubt there were some condemned ones among them. Some of these knees might not be worth twenty-five cents, and the others might be worth a great deal more.

Q. Would you give $500 to-day for the whole of them, taking the lot?—A. I do not want them.

Q. Do you know anybody who does?—A. No, sir.

Q. Do you believe there is a man in Philadelphia who would give $500 for them, taking the whole lot?—A. I should think so; but they have got now into building these iron vessels here. If some of these eastern people were to hear of it, I suppose they would.

Q. I understand that there were some knees that had been used, old knees taken out of other vessels. Did you notice any of them?—A. Yes, sir; but they were not there when I first looked at this pile; they were hauled in afterward.

Q. Were new knees that had never been worked hauled in afterward, or were they old ones?—A. There were some new knees, I guess. They looked to me to be good knees.

Q. I mean knees that had not been worked when I speak of new knees?—A. A great many that were in this pile had not been worked.

By Mr. JONES:

Q. Was there a raft of timber brought over near your dock or above there from the yard?—A. There was a raft of timber brought into the dock, and my son took me there. He said to me that this was some of that navy-yard plunder. I told him I should not wonder.

Q. How long had it been lying in the dock?—A. I suppose it was there a week.

Q. What kind of timber was it?—A. Oak timber; plank. I told my son that he had better write to the commodore and say something about it. He did write to the commodore, and he very promptly attended to it and had it taken away.

Q. Who brought it there?—A. I could not tell.

Q. Who took it away?—A. Some of the navy-yard men.

Q. Was that Commodore Preble who sent up for it and took it away?—A. I cannot tell whether it was him or not. It was taken away, however.

Q. There are two piles of these knees now on this side, one at the wharf near you and one below the navy-yard?—A. Yes, sir, I am told so. I saw them in the navy-yard.

Q. Did I understand you to say that part of the iron was brought over in barges and part of it was brought over to the wharf in teams?—A. It was hauled into the building in teams. They would put it in and the next day the brass and stuff and valuable parts would be taken out. I saw them weighing some of the iron out to-day.

Q. Were they weighing it in the building?—A. Yes, sir.

By Mr. HARRIS:

Q. You don't know that it was not weighed or taken account of?—A. I could not tell you anything about that. I saw it go in and go out.

Q. It would go in there if it was sent there properly, and if anybody had legal authority to take it out it would go out. If you saw anything like clandestine work, putting it in at night and taking it out, we want to know it.—A. I think some of that was put in at night out of the yard.

By Mr. BURLEIGH:

Q. You say that you saw copper and composition going out of that store-house?—A. Yes, sir; I saw some going in that these teams were hauling up from the navy-yard. I saw these screws, which were of brass or composition.

Q. You say that you heard that there was a big bargain in the case of the man who bought those knees, and you went down to see them. How long after the sale was that?—A. I don't think it was over a week.

Q. Were the knees piled up regularly then?—A. Yes, sir.

Q. You went down afterward?—A. I went down not exactly to look at the knees, but to look at the yard.

Q. Did you see any more knees added to the pile at the time you went down afterward?—A. Yes, sir.

Q. How many?—A. I don't know exactly how many; 150 or 200. Some of them were old and some of them were good.

Q. Were they as good as the original pile would average?—A. I should think some of them were. The old ones taken out were bored and had holes in them from fastening.

Q. How many of them were old knees that had been used?—A. I could not tell you.

Q. Were half of them?—A. O, no.

Q. Then more than half of those lying around the pile were knees that had not been used?—A. No; I don't think there was. I think there were more of the others; more of the good ones.

Q. Did you notice particularly any good knees there?—A. Yes; there were some splendid ones there.

Q. Were they large and sound?—A. As far as I could see they were. I did not turn them over to examine them thoroughly, but looked at them as I passed. I have some idea, of course, about timber, being a ship-builder.

Q. Were some of these fit to put into a man-of-war?—A. Yes, sir.

Q. How many were there fit to put into a man-of-war?—A. I could not pretend to tell you.

Q. A good many, or only a few?—A. There were a good many.

Q. Do you know that those knees were not hauled to League Island?—A. I saw a parcel of them hauled up alongside of this Pennsylvania warehouse. Some of them are there now.

Q. Have they sold any of them?—A. I don't know that. I saw large quantities of brass hauled into this warehouse.

By the CHAIRMAN:

Q. Do you remember to have noticed any bar-iron?—A. Yes, sir.

Q. Was that in large or small quantities?—A. It was mixed through. Sometimes they would make a load of that.

By Mr. HARRIS.

Q. You did not go into the Queen-street building, but staid on your own wharf?—A. Yes, sir; as parties passed I saw them take this stuff out.

Q. How far were you from it?—A. I suppose I would not be farther than fifty or sixty feet. One boat, I think, unloaded partly off of my son's wharf and hauled up into this warehouse.

By the CHAIRMAN:

Q. Did you see any gun-carriages being carried into the bonded warehouse?—A. I don't know that I noticed so particularly about them as to say that. It looked to me like stuff that the navy-yard ought to have kept.

By Mr. JONES:

Q. Is that a bonded warehouse?—A. I don't know that. They call it the Pennsylvania storage-house.

Q. "U. S. bonded warehouse" is not printed on it anywhere, is it?—A. Not that I know of.

By Mr. BURLEIGH:

Q. Are you acquainted with the river here?—A. Yes, sir.

Q. Did you see that raft of timber when it came in that slip?—A. No. sir.

Q. How far up the river is that from the navy-yard?—A. It is about two squares, I think.

Q. Do you know whether they did not start to go down to League Island and the wind or tide was against them and they had to go up in there?—A. No, sir; I guess there was nothing in that.

Q. Why?—A. It was mild weather.

By Mr. HARRIS:

Q. There was no effort to unload or take it out of the water, was there?—A. No, sir; no person came to claim it that I saw. It was fast to the wharf.

Q. If it was put in there and tied up to the wharf you would suppose tha somebody had charge of it, would you not?—A. Yes, sir; but the persons never came forward.

Q. Do you know that when the commodore was spoken to the man who was transporting that lumber to League Island did not take it away himself or have it taken away by his men?—A. *I think the* commodore sent an order up to my son to deliver it.

Q. To deliver it to whom?—A. To the men he sent from the navy-yard. The men from the navy-yard came and took it to League Island.

Q. Do you know whether that was timber which the contractors were moving or which the Government was moving? Have you information enough to tell us who put it into that place?—A. No, sir.

Q. Whether it came there by accident or design you don't know?—A. No, sir.

Q. And you saw no evidence that any person was attempting to unload it or take it away on the water?—A. No, sir; no person claimed it.

Q. Was that new or old timber?—A. New timber.

PHILADELPHIA, *April* 17, 1876.

JOHN J. DEVINNEY sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the Philadelphia navy-yard?—Answer. No, sir.

Q. Were you employed by any of the contractors in the removal of the property from that yard?—A. I was.

Q. By whom?—A. By John Rice, or rather by his son. I made my arrangement with his son, George Rice.

Q. While you were thus engaged, state to the committee whether you saw any unlawful removal or appropriation of the property of the United States by any individual.—A. I don't know anything about anything of the kind being removed illegally. I saw stuff loaded there, but I didn't know whether it was removed illegally or not.

Q. If there was any fraud or abuse which came to your knowledge state the same to the committee.—A. I have no knowledge whatever of such. I heard a good deal while I was there and have heard a good deal since; but of my own personal knowledge I cannot say that I ever saw anything. I saw, perhaps, what I thought were suspicious circumstances, but that was all.

Q. Your knowledge, then, is altogether hearsay?—A. Yes, sir.

By Mr. HARRIS:

Q. What did you see that was suspicious, as you considered it?—A. I saw boats unloading copper and other stuff up at the Queen street-wharf.

Q. You do not know whether or not that copper had been sold to the parties unloading it?—A. I do not.

Q. What else did you see?—A. I don't know that I saw anything else. I saw some robbery going on there, but it was committed by laboring men. I saw them haul loads of stuff down to the lower end of the yard, pass it out through the fence, and drive round down on Reed street with the same truck, and haul it away again

Q. What was that suff?—A. I think it was ropes and iron, or something of that kind. They hauled it down through the lower part of the yard. The wagon that hauled it was in the employ of Mr. McKay. I don't suppose that it was done with any knowledge of Mr. McKay. The truck came down to the place about ten minutes before 12 o'clock and unloaded. There were about fifteen or twenty men concerned. They unloaded it in a minute or two, then whipped up the horses as hard as they could, and I immediately saw them going down Reed street on the outside of the yard, where they loaded that stuff up. To get this stuff from the yard they knocked off some of the boards and threw it through the fence.

Q. How much was there of it?—A. It was on a two-horse truck.

Q. How many men were engaged in that little enterprise?—A. As many as could get around the truck very well.

Q. Do you know that that material was stolen?—A. I don't; but it was a very suspicious looking way of taking anything which had been honestly acquired.

Q. Did you tell anybody of that occurrence?—A. No, sir; it was none of my business.

Q. Why would you not have told if you had seen them carrying away property of great value?—A. I might have told, but I did not.

By the CHAIRMAN:

Q. You saw nothing of the vessel down at Greenwich Point, did you?—A. No, sir.

Q. I understood you to say that those were McKay's men whom you saw?—A. They were men driving wagons which were hauling for McKay. It was only one wagon that I ever saw engaged in such work.

Q. Did they haul off from labor at 12 o'clock?—A. Yes, sir; they had not quit work when this wagon came down and unloaded; but it was customary for the men there, before 12 o'clock arrived, to have everything ready so that they could make a grand rush for the gate and get out.

Q. Did you see that thing happen more than once?—A. I cannot say that I did.

PHILADELPHIA, *April* 19, 1876.

WILLIAM BLAKE sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard at this place?—Answer. No, sir; nothing more than that Robert Patterson & Son furnished lighters, boats, &c., to the Government and to contractors, and different parties. We furnished barges and lighters for transporting things for the removal of property from the navy-yard.

Q. If at that period of time you saw anything improper or illegal in the removal of the property, state to the committee what it was that you saw.—A. I cannot say that I ever saw anything. I was very little about the yard myself. When we would get an order I would send boats there. Of course I was in and out to ascertain whether they wanted boats. I was, however, very little about the boats. We had captains on them and it was not necessary for me to be there.

Q. Did you ever go on board of those lighters or scows?—A. I was frequently on board when they were at the yard.

Q. Do you know in what manner they were loaded?—A. They were loaded in so many different ways that I could not state exactly. They were loaded principally from the wharf. I would observe them putting on stuff from the wharf. They were all loaded from the Government piers.

Q. Were you up about the buildings to see where they were loaded into the carts?—A. No, sir; unless I went there to see Mr. Hoover or Mr. Hartt.

Q. Do you know anything about the unlawful appropriation or stealing of property by any one at any time?—A. No. sir; I do not know anything whatever about that.

By Mr. HARRIS:

Q. Do you know if any boats bound for League Island were loaded at the south wharf?—A. Yes. sir; I suppose the principal part of them were loaded at the south wharf.

Q. Were there any loaded at the north wharf?—A. Yes, sir; but principally from the south wharf.

Q. Where were the boats loaded that went over to Queen street?—A. Some of them were loaded at the south wharf, and at the bulk-head at the south wharf.

Q. So that they were loaded for all destinations at the same place?—A. Yes, sir; pretty much.

PHILADELPHIA, *April* 9, 1876.

JOHN ROWBOTHAM sworn and examined.

By the CHAIRMAN:

Question. Have you been in the service of the United States?—Answer. I have.

Q. In what branch of the public service?—A. I was master machinist in the Philadelphia navy-yard for a number of years.

Q. Were you there during the time of the removal of the public property from that place?—A. No, sir.

Q. Where were you at that time?—A. I think I was engaged in the cord and kindling wood business.

Q. Do you know anything about the removal of property from the yard?—A. No, sir.

Q. Do you know anything about the unlawful appropriation of property by any one?—A. No, sir.

Q. In your position as master machinist were you ever called upon to act as an expert and pass machinery?—A. Yes, sir; frequently.

Q. Was your attention ever called to any abuse or fraud in the purchase of such articles?—A. Yes, sir; there was an investigation by a committee of the House of Representatives while I was master machinist there concerning a lot of tools.

Q. In what year was that?—A. I cannot remember positively about that.

Q. Was it during the war?—A. No, sir; but if I am not mistaken it was during Mr. Johnson's administration.

Q. Do you remember who were the parties implicated in that transaction?—A. I cannot say positively who was to blame in the matter, but, as I understood it, it was the engineers of the department who were censured.

Q. State whether any of the parties who were implicated in the proof in that transaction have since been in the employ of the Government—A. The engineers who at that time were more or less concerned in that matter are all in the service, I believe, excepting one.

Q. Were there no mechanics who were implicated?—A. No, sir; unless you would say that the man from whom they bought the tools was implicated.

Q. Who was he?—A. John Roach.

Q. What was the nature of that charge?—A. I believe it was the purchase of tools for the Bureau of Steam-Engineering at the Philadelphia navy-yard from Roach & Sons. The

tools had been in use and were very much worn, some of them being very old so far as their design was concerned.

Q. Was this committee that you refer to simply a committee to ascertain what were the facts or was it a court of inquiry or court-martial?—A. It was a committee appointed by the House of Representatives, composed of a subcommittee of the naval committee to investigate the purchase of this machinery by the Bureau of Steam-Engineering.

Q. Do you remember whether any printed report was ever made by that committee?—A. I believe there was; I think there was a majority and a minority report prepared. I am not sure, however, whether one of them was not a report published by parties not concerned with the committee and in their own vindication.

Q. Do you know whether any action was ever taken by the Secretary of the Navy in regard to it, in relation to a court-martial or court of inquiry?—A. I never heard of any court-martial, or, in fact, of any court of inquiry, but the engineers who were connected with the matter were removed from the positions which they then occupied, and placed on waiting orders, if I remember correctly. The thing occurred some years ago, but I think that was the case.

Q. In fine, the case was that Messrs. John Roach & Sons had, through these officers, put off on the Government a worthless set of tools?—A. Yes, sir; many of them were worthless. They were not all so; a large number of them were tools that had been in use a long time, and, aside from the wear and tear that they had withstood, they were much behind the period so far as convenience and efficiency were concerned.

Q. Was it a sale of much value?—A. I really forget the aggregate amount. It must have been over $100,000. I am pretty positive that it was, although I could not be quite sure as to the amount. It was in that neighborhood, at any rate. It might have been a little over or a little under.

Q. Do you know of any other transaction with the Government in which John Roach or John Roach & Sons were concerned?—A. No, sir; nothing irregular.

Q. Do you know of any other fraud or attempted fraud on the public service in the Navy Department?—A. No, sir; I cannot say that I do of my own knowledge.

Q. Have you any information the sources of which are available to this committee on that subject?—A. I really cannot say that I have.

By Mr. BURLEIGH:

Q. How was it that you became familiar with this transaction of John Roach & Sons?—A. At the time I was master-machinist in the navy-yard. These things were from my own department and came under my own observation. They were for use in my department.

Q. What tools were those?—A. They were almost all the tools pertaining to a machine-shop.

Q. Were they of an old date?—A. Yes, sir; some of them were.

Q. Had they ever been used before?—A. I believe, with only one or two exceptions, they all had been used.

Q. Were you summoned before the investigating committee at that time?—A. Yes, sir; the committee sat in the navy-yard, and I was summoned before them.

Q. Have you seen the printed report?—A. I have not seen my whole testimony in print I have seen the printed report, however.

Q. What was your testimony in regard to the valuation of these tools?—A. I really do not remember what the estimate was as to their value; my testimony then was chiefly as to their condition in comparison with other tools.

Q. Do you remember now what was the value at the time they were bought, as compared with new tools of that date?—A. I do not distinctly. I will state, to give you an idea of the plan, that there was one tool there which was sold to some parties in Saint Louis or Chicago; it was originally built by a firm of this city. If I have my information right, it was bought from the Saint Louis people by Roach; it was about eleven years after the tool was built that it was sold to the navy-yard; it was a large planer. If I remember the figures correctly, it was built for $3,600; and, if I remember correctly, the price of the tool to the navy-yard was $6,600 or $6,300.

Q. At the time you bought it did you work it?—A. Yes, sir; I ran it for years afterward.

Q. What was its value, as compared with other tools of a similar character of more recent make?—A. There has been very little change in planers from then until now. I do not think it was fit to compare with the more recent tools of that character.

Q. Were such tools as that condemned in other shops and new tools substituted for them, to your knowledge?—A. I cannot say that I know of any private concern that would have entirely thrown the machine out; they might have kept it for some classes of work to save a better machine, but I do not think it was a tool that any first-class shop would have depended upon to do all their planing with.

Q. Would or would not a first-class shop at that time have bought that tool at anything like the price the Government paid for it, in your estimation?—A. In my estimation I do not think any first-class shop would.

Q. You have spoken of that one tool; how was it as to others?—A. They were "very much of a muchness." They were very much like that in condition.

Q. Do you mean to say that they were tools of previous date, that had gone out of use, and which were not generally sought for by mechanics?—A. They were tools, with very few exceptions, that a first-class shop, wishing to make itself efficient and up to the times, would not have bought.

Q. You have spoken about the price paid for this tool in comparison with its original value. How were the prices of other tools as compared with their original value?—A. I do not remember now how they compared. That tool having been built in this city, the date and the time that it had been in use were impressed on my mind more clearly than in the case of any other tool in the shop, and I remembered that more distinctly than I did any other.

Q. But your impression is that the other tools were in about the same condition, in regard to value and age, as that tool was?—A. Yes, sir, with a few exceptions. There were some tools that were new.

Q. Were those new tools good tools?—A. They were good tools, but they were not the best by any means, according to my judgment.

Q. You say you have read the testimony of that investigating committee, and that your testimony was left out?—A. There may, possibly, be parts of my testimony printed in that report, but I do not think that the whole of it was printed; in fact, I am pretty sure that it was not. It might have been printed, but it was not embodied in the report.

Q. What purports to be your evidence was not contained in the book that you saw?—A. No, sir.

Q. But did you merely see the report of the committee, or what purported to be the testimony before the investigating committee?—A. It was a report of the committee.

Q. And it was not the detailed evidence of the committee?—A. No, sir; it was simply the report of the committee from the evidence gathered by them; I have never seen the evidence in print in full, to my memory.

Q. At what time did you leave the position that you were in in the navy-yard, and which position you held at the time these tools were bought?—A. I was out of the yard once previous to July, 1872, after the investigation.

Q. After the investigation did you leave the employ of the Government?—A. I was removed.

Q. How long after the investigation?—A. I cannot get at the exact time, but it was some four or five months afterward.

Q. How long were you off at that time before you were employed again?—A. I was out of the yard six months.

Q. When you were re-employed were you employed in the same position that you occupied at the time of your disharge?—A. Yes, sir.

Q. How long did you remain after you were re-instated?—A. I remained from that time until July, 1872.

Q. Were you removed then?—A. No, sir; I resigned, to take charge of Cramp's establishment

Q. What was Cramp doing at that time?—A. He was building the American Steamship Company's vessels.

Q. Did you take charge of his machine-shop?—A. Yes; one part of it. I was re-instated on the 29th March, 1869. I have not the date of my removal with me. I was first appointed master-machinist in May, 1867.

PHILADELPHIA, *April* 19, 1876.

GEORGE A. SHAFER sworn and examined.

By the CHAIRMAN:

Question. Were you ever attached to the navy-yard at Philadelphia?—Answer. No, sir; I did some hauling for Mr. McKay there, however.

Q. That was during the period of time in which the material and property of the United States at the old navy-yard was being removed down to League Island?—A. Yes, sir.

Q. Were you engaged in charge of boats, or barges, or carts, or trucks?—A. I kept those large trucks called catamarans, with large wheels. I hauled heavy machinery and such articles down to the wharves to put on board the lighters. I also had some horses down there during the day hauling the timber.

Q. If you saw anything wrong or improper going on during that period of time on the part of the contractors or men under them, state to the committee what it was.—A. I never saw anything wrong; I do not think I was down there more than three or four times during the period of the removal of the navy-yard.

Q. Do you know anything about the unlawful appropriation of property by anybody during that time?—A. I do not.

Q. Was your attention ever called, in hauling, to the fact that they dumped the property being removed by the contractors with the property of the Government?—A. No, sir.

Q. Was your attention ever called to the fact that in loading the wagons for the purpose of removing the property from any *other* place both sides took from the same pile?—No, sir.

Q. Was there nothing of that kind?—A. No, sir; all the goods that I hauled went from the navy-yard, at different points, to the end of the wharf, and were put on board of the lighters, with the exception, I think, of three boilers, which we hauled outside. I think they went to Twentieth and Hamilton streets, although I could not say without reference to the books whether they did or not.

Q. Who claimed them?—A. Seyfert, McManus & Co. paid the bills for them.

Q. Do you know whether they were weighed before they left the yard or not?—A. I do not.

Q. Was any weight marked upon them?—A. I do not know that. We hauled at so much for the load.

Q. Who delivered them to you in the yard?—A. I cannot tell that; I simply sent the teams down there and they hauled them; I did not go with the teams myself.

Q. Did you notice whether the officers of the navy-yard were on hand doing their duty or whether they failed to do their duty?—A. I very seldom saw any officers of the yard; I was there so very seldom that I did not notice them.

Q. Who was looking after the interests of the Government; did you observe anybody?—A. I did not observe anybody down there.

Q. Did things seem to be left to take care of themselves pretty much?—A. Mr. McKay had some foremen down there. I saw a great many teams and men employed down there hauling goods from one place to another. I do not know whom they belonged to or anything about them.

Q. Were you sufficiently acquainted with the yard to determine who were the officers or agents of the Government?—A. No, sir.

PHILADELPHIA, *April* 12, 1876.

GEORGE G. SEAMAN sworn and examined.

By the CHAIRMAN:

Question. Did you ever hold any position in the navy-yard?—Answer. I have been a constructor's clerk.

Q. To whom?—A. Mr. Steele.

Q. What special duties were you charged with?—A. I was Mr. Steele's writer.

Q. Were you at the navy-yard during the removal of the property last fall?—A. I was in and out of it.

Q. State if during your duties at the navy-yard or under Mr. Steele you at any time saw any impropriety or irregularity in the proceedings of the officers or contractors?—A. No, sir; I did not.

Q. Were you required to keep any record of the property going from the navy-yard to League Island or going from the navy-yard out to the contractors?—A. I was weighing some stuff down there for a party for a few days. Mr. Hartt asked Mr. Steele if he could spare a man and Mr. Steele sent me there.

Q. You were then on duty as a weigher?—A. Yes, sir.

Q. What did you weigh?—A. Iron.

Q. To whom was that iron to be delivered?—A. Pennock & Co.

Q. What time was that?—A. That was some time in October, 1874.

Q. Do you remember anything about the quantity and quality of iron that was delivered to Pennock & Co.?—A. As near as I can judge I weighed about one hundred tons.

Q. What quality of iron was it?—A. I do not know that.

Q. Was it armor-plates?—A. Yes, sir.

Q. Taken from what vessel?—A. From the Suncook.

Q. To whom was that iron delivered?—A. It was to be delivered to Pennock & Co. That is all I know about it.

Q. Do you know whether or not in fact it was delivered to Seyfert, McManus & Co., or any agent of theirs?—A. I do not.

Q. Do you know anything about the terms and conditions upon which Mr. Pennick obtained it?—A. No, sir; I do not.

Q. You have no knowledge beyond your simple duty of weighing it, and that was for a few days only?—A. That was for only about three or four days.

Q. Did you see anything wrong about the matter?—A. I did not.

Q. Do you know of any one connected with the naval service, receiving any presents, gifts, rewards, or payments of any kind from anybody?—A. No, sir.

Q. How long were you on duty with Mr. Steele as a writer?—A. I have been since about June, 1874.

Q. Are you there at the present time as a writer under him?—A. Yes, sir.

Q. At his office here in the city?—A. No, sir; at Chester, Pa.

Q. Upon whose recommendation were you appointed?—A. Mr. Steele took me. He is a relative of mine.

Q. He is on special duty with John Roach, is he not?—A. Yes, sir.

Q. What vessel is Mr. Roach now repairing for the Government?—A. The Miantonomoh and the Puritan.

Q. Have you any knowledge or information as to the quantity of iron that has been received by Mr. Roach from the Navy Department?—A. No, sir.

Q. Your position gives you no means of knowledge upon that subject?—A. No, sir.

Q. Do you know of any contract obtained by W. F. Steele in any way from the Navy Department?—A. No, sir; I do not.

Q. Do you know that he has a contract?—A. I knew that he was doing some work, but that is all I knew of it.

Q. Do you know Mr. W. F. Steele?—A. Yes, sir.

Q. Who is he?—A. He is a cousin of mine.

Q. Is he a relative to the constructor?—A. He is his son.

Q. What kind of business is W. F. Steele engaged in?—A. He is a plumber in this city.

Q. Do you know of any unlawful or improper removal of any property from the custody of the Government to that of any individual?—A. No, sir; I do not.

By Mr. BURLEIGH:

A. Is Mr. Roach building a new ship called the Miantonomoh?—A. She is supposed to be a new ship.

Q. Was the old ship at the yard?—A. Yes, sir.

Q. Did you see the old ship?—A. I saw her there last summer.

Q. What state was she in at that time?—A. She was all rotten and going to pieces.

Q. Was there any iron-plating on her?—A. I do not recollect whether there was or not. I could not say.

Q. How did you know that she was rotten?—A. I could see the wood and stuff in her.

Q. What became of the old Miantonomoh?—A. I have understood that she was taken farther down from Chester and destroyed there.

Q. How destroyed?—A. Burned.

Q. You saw her at John Roach's yard at Chester?—A. Yes, sir.

Q. Were you there when she arrived there?—A. No, sir.

Q. Do you know if she had anything inside of her at the time you saw her?—A. No, sir.

Q Do you know that she was hauled down the river and destroyed?—A. I do not know I did not see her go there; I only understood so.

Q. You do not know whether she had any iron on her deck or on her sides?—A. No, sir.

Q. Or whether she had any armor on her?—A. No, sir; I could not swear to that.

Q. Did she have any smoke-stacks up?—A. No, sir.

Q. Did she have any turret on her?—A. No, sir.

Q. Merely a wooden hull?—A. Yes, sir; that is all I saw to the best of my knowledge and belief.

Q. What time was that?—A. It was some time last summer. I could not say the exact date.

Q. Had you been down to Chester previous to that time?—A. No, sir.

Q. You saw her when she first went to Chester?—A. Yes, sir; I used to go on errands from Philadelphia to Chester on one train and back on the next, but I never observed her.

PHILADELPHIA, *April* 14, 1876.

WILLIAM H. KNOWLES, Sr., sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard in any position?—Answer. I was. I had charge of the gun-carriage department there over twenty-five years, and built all the carriages.

Q. Did you have charge there at the time of the removal of the property from the navy-yard?—A. Yes, sir.

Q. State if you have any knowledge of any wrong or abuse or fraud in connection with the management of things at the navy-yard?—A. I know nothing except in regard to the things that went out of the gun-carriage shop. I would box them up to be sent down. If anything was done wrong I do not know anything about it. The things that were there, such as parts of gun-carriages, rammers, sponges, &c., were boxed up and sent down to the island. I did not see them land at League Island, but they went down on scows.

Q. You were in the ordnance department?—A. Yes, sir. I attended to most of the boxing up in the gun carriage department, as I have said; but the ordnance department under the gunner I had nothing to do with.

Q. I understand that you attended, then, to the boxing up and shipping?—A. No, sir. I boxed them up in the gun-carriage shop and they came there with wagons and took them away. That I had nothing to do with. The boxing up was done under orders of the ordnance officer.

Q. You saw no impropriety or irregularity in the boxing up or shipment of the material from the old yard?—A. No, sir. I can only speak, of course, as to the gun-carriage department.

Q. Did you go upon duty at League Island?—A. Yes, sir. I was down there.

Q. Did you see those things which you boxed up at the navy-yard at League Island?—A. Yes, sir; that is, the material which came out of the gun-carriage shop.

Q. And was there anything missing?—A. I should judge them all to be the same as they were boxed up. I did not count them.

Q. Nothing, then, under your own eye or within your own knowledge was improperly done?—A. No, sir; they hurried and pushed things along; but I had nothing to do with that.

Q. In that hurry and confusion was there any destruction of property?—A. There were some things broken, I suppose, but not to any great extent in the ordnance department.

Q. Passing from your own department; did you see anything wrong in any other department?—A. No, sir. I cannot say that I did see anything that I recollect.

Q. Do you know of any unlawful or improper removal of property from the yard?—A. No, sir.

Q. Have you any knowledge or information of any property being stolen from the yard?—A. No, sir.

Q. Or taken from the scows or barges after they had started from the yard?—A. No, sir.

Q. Or taken from League Island?—A. No, sir.

Q. And during the whole period of your service you know of nothing wrong that has been done?—A. I went to the yard in 1849. It has been a good many years for me to recollect back. I do not recollect of anything wrong in that time.

By Mr. BURLEIGH:

Q. Do you know of any of the gun-carriages being carried out of the yard and not being taken up to League Island?—A. No, sir; there were gun-carriages taken away. Mr. McKay bought some iron gun-carriages that he took out.

Q. Did he not buy carriages with brass or composition metal on them?—A. Yes; they were the Ironsides' carriages.

Q. What did he do with iron carriages with composition metal on them?—A. I understood he bought the carriages complete, composition metal and all.

Q. Those were taken out of the yard to some other place than League Island, were they not?—A. Yes, sir.

Q. Do you know of anything else in your department taken from the yard and carried to other places than League Island?—A. No, sir; except what composition they sold. They sold a lot of composition. It was taken out.

Q. How was that taken away?—A. It was taken in wagons, I guess.

Q. Was that all boxed up?—A. No, sir.

Q. Was it loose?—A. That was not in the gun-carriage shop. It was carried out loose in wagons.

Q. Do you know where it was carried to?—A. I do not. A man named Purvis, I think, bought it. He bought it at regular auction sale.

Q. Are you yet at the yard?—A. Yes, sir; I am at League Island.

PHILADELPHIA, *April* 15, 1876.

PATRICK GALLAGHER sworn and examined.

By Mr. HARRIS:

Question. Where do you reside?—Answer. In Philadelphia.

Q. What is your business?—A. I unload coal for John G. Kersey.

Q. Did you ever work for McKay?—A. No, sir; I run a lighter for Mr. Patterson. McKay was the boss; Patterson was doing work for McKay.

Q. Where did that lighter run to?—A. From the old navy-yard to League Island.

Q. Did she run anywhere else?—A. No, sir.

Q. Did you deliver to League Island all that you took on board of her?—A. Yes, sir; I took one load of lumber into the back channel; it was ship-lumber.

Q. Was that at League Island?—A. Yes, sir; the other stuff was unloaded at the [illegible]

Q. Did you ever see anything which was loaded to go to League Island delivered to [illegible] where except League Island?—A. No, sir; but I have heard people say that that was [illegible]

Q. Do you know that anything was improperly taken out of the navy-yard and ca[illegible] to other places?—A. No; I only heard a man say that a lighter-load went up to Wil[illegible] street wharf, above Callowhill.

Q. Whose wharf is that?—A. It is a railroad-wharf.

Q. Is it the Philadelphia Company's wharf?—A. Yes, sir; I did not see it going there.

Q. Do you know of anything being improperly taken out of the yard?—A. No, sir; nothing.

Q. Do you know of your own knowledge that anybody took anything improperly out of the yard?—A. No, sir; I do not.

Adjourned.

PHILADELPHIA, *April* 15, 1876.

FREDERICK J. MARTIN sworn and examined.

By the CHAIRMAN:

Question. State to the committee all you know about the prices of a lot of iron, copper, or brass bought from Mr. McKay.—Answer. We bought about 25,000 pounds from him altogether.

Q. What kind of material was it?—A. It was brass from the navy-yard, such as old castings and castings that had never been used—new brass.

Q. Was there any in the original form in pig?—A. No, sir; it was worked up for different parts of a vessel.

Q. From what point did you obtain that?—A. The first lot was from the first house below the plumber's shop.

Q. That was directly from the navy-yard?—A. Yes, sir; that was 10,000 pounds.

Q. Do you know whether it had been weighed by the Government?—A. Yes, sir; an officer weighed it.

Q. How about the second lot?—A. The second lot was not weighed by a Government officer; that was got from the Queen-street warehouse.

Q. That weighed 15,000 pounds?—A. Yes, sir.

Q. Was that weighed by a weigh-master in the employ of the warehouse company?—A. That I do not know. I think the man was sent by Mr. McKay. We received notice from Mr. McManus that they had this metal for sale. I thought I would try and find the head of the party, supposing I might get it a little cheaper and save commissions. That was the reason I went to the navy-yard to find Mr. McKay; but I happened to meet him and Mr. Reynolds in the cars. He introduced me to Mr. Reynolds, and told me that he (Reynolds) had charge of it—that I could make a bargain with him or with both of them, as I pleased. I did not know Mr. McKay at the time.

Q. Do you know of any other copper or brass owned or claimed by these parties as obtained from the navy-yard?—A. No, sir; I suppose there were three or four times as much left in the place where I got my 15,000 pounds.

By Mr. HARRIS:

Q. What did you give a pound for that stuff?—A. Seventeen and a half cents.

By the CHAIRMAN:

Q. Do you know anything about the improper removal of any property from the navy-yard?—A. I do not; I went down to buy the last lot at the navy-yard. I did not know that it was being removed. When I got there I found that the lot I wanted to look at was all pitched out topsy-turvy. I thought I would have a poor show there to buy metal, judging from the way everything was pitched about. I hunted around and found McKay and Reynolds, who said they were removing it, and they wanted me that afternoon to send down and get my 15,000 pounds. I did so.

Q. Do you know whether the copper had ever been weighed by a Government officer?—A. That I do not know; but I should judge from the way I saw them taking it out of the cellar and putting it on the wagons that they were not weighing it. It was this lot in the cellar that I wanted to look at. I had seen it there once before. I did not want pieces too large as they were not convenient for me to use up. I wanted to get it out of the piles in smaller pieces. I particularly noticed this lot in the cellar for the reason that they were smaller pieces; but they were carrying them out and putting them on the wagons when I was down there.

By Mr. HARRIS:

Q. Were there any scales in the yard at that time?—A. I did not see any.

Q. That which was delivered to you from the warehouse I understand you to say was weighed there?—A. Yes, sir; they drove it right to the scales in the inclosure.

Q. And the weight was taken by some person?—A. Yes, sir; an officer took the weight and I paid for it according to that weight. I went into the office up-stairs and got the bill from the officer.

Q. Whom did you pay for that stuff?—A. I paid the money to Mr. McManus. The first lot I got from there I gave him my check for.

PHILADELPHIA, *April* 14, 1876.

THOMAS MOISTON sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard?—Answer. Yes, sir; I have been for fourteen years in the service of the United States. (In the Marine Corps.) I was a watchman at League Island.

Q. Were you ever on duty here in the navy-yard?—A. Yes, sir; as sergeant of marines and not as watchman.

Q. You never were on duty in this yard?—A. No, sir; all my duty was at League Island.

Q. Where were you during the removal of property from this navy-yard?—A. At League Island, as watchman.

Q. You were not on duty at the upper yard?—A. No, sir; all the duty I ever did as watchman was at League Island.

Q. Were you at the navy-yard here during the time of the removal of the property?—A. Yes, sir; I have been in and out of the yard on several occasions. I used to come through the yard to go to the boat at 9 o'clock in the morning to go down to League Island.

Q. State whether, at either place, you saw at any time any improper or wrong conduct on the part of either contractors or their employés, or on the part of those in the service of the United States.—A. Some reports were made out sometimes Since Captain Hooker left I have no date. He always supported us in our duties, as did Smart, the captain of the watch. I heard reports that there was a scow loaded with material at the wharf adjoining the coal-oil wharf.

Q. How far is that from the old navy-yard?—A. I should judge it was fully a mile and a half down the river at Greenwich Point. I was very strict on duty. I came up along the bank. I noticed the scow was at the wharf; in fact I saw her there with a canvas thrown over her stern so as to hide her name, and the greater portion of the stuff that was on the scow was covered with canvas; but I could see pieces of sheet-copper, bits of iron, and bits of copper pipe sticking through the canvas. Walking up the road I overtook two trucks, such as haul sugar; they were marked "C. H," which signifies custom-house; but the number on the truck was scratched out, and in those wagons I saw part of this material.

Q. Was it similar material to that on board the scow?—A. Yes, sir; for I rode part of the way up on one of the wagons, and made myself confident that such was the case. I lifted the canvas with my foot and saw positively that this was the case; and there was sheet-copper in the bottom of the wagon, and other stuff, with iron, &c., thrown over it, and the canvas thrown over that.

Q. Did you see where it went to?—A. No. sir.

Q. It evidently did not go back to the navy-yard?—A. No, sir; they went up Mifflin street and I went down to my home. On several occasions at night, when I was off duty, I saw wagons coming out on Federal street, where I lived. I used to see them coming out at 10, 11, and 12 o'clock, passing by. I judge they were going out of the navy-yard.

Q. What were they loaded with?—A. They were loaded with similar stuff, and they were covered with canvas. So far as I can judge, they were loaded with Government material.

Q. In the interest of the Government would that scow have been at that coal-oil wharf? What business was it doing there?—A. That I couldn't say.

Q. If it had been properly removed, it would have gone on down to League Island?—A. That is my opinion.

Q. How far is that from Queen-street wharf?—A. It is a good ways down the river from there. Queen-street wharf is pier 40, south of Delaware avenue. It is up the river from the navy-yard.

Q. And this was down the river?—A. Yes, sir; at Greenwich Point.

Q. Between the old and new navy-yards?—A. Yes, sir; not quite half-way. Greenwich Point is pretty nearly opposite Gloucester.

Q. You had no doubt that that was material from the navy-yard?—A. Not the slightest doubt. I was a detective under Commodore Hull in the spring of 1864. He told me to visit all the shops and every place connected with the yard, and see that everything was conducted right, and see that there was no fraud: that nothing was hidden and nothing thrown over the walls or out of the windows, as had been the case. I made several arrests and captured several boat-loads of stuff at the navy-wharf. I was employed also by Captain McComb. I was employed in the absence of Detective Russell, and took his place. Captain Geddis employed me a good many times.

By Mr. BURLEIGH:

Q. That covered a part of how many years?—A. It is over twenty-five years since I have been acting as a watchman and non-commissioned officer in the service of the United States.

Q. How many years have you been in the navy-yard as a marine?—A. Fourteen years.

Q. During that fourteen years have you been in the navy-yard?—A. Yes, sir; as a watchman and a detective.

Q. When you were riding upon this cart, where you lifted this canvas and saw the sheet-copper, did you or did you not have a conversation with the driver?—A. Not a word.

Q. Didn't you have interest enough in it to know where that was going?—A. I took interest enough in it to know that it was Government property at the time, and was confident of it. But it would be as much as my life was worth to open my mouth. Those teamsters were well paid, as was well known.

Q. You don't know that.—A. I have seen men on two or three occasions who got themselves very badly hurt.

Q. What occasions do you refer to?—A. Why, for asking if that was Government property that was going out of the yard.

Q. Was that the time the yard was being cleaned out?—A. Yes, sir.

Q. Two or three men got badly beaten; do you know that fact?—A. Yes; I heard it. I saw one of the men myself that got badly beaten.

Q. Why was he badly beaten?—A. For interfering about this stuff being thrown over the walls, asking if it was not a shame to see such plunder as that taken. He was set on by a set of blackguards. It was thrown over the wall into the street from the inside of the yard on nights so dark that you could hardly see your hands before you, with lights lit on both sides of the yard and teams both in and out. They were a set of thieves.

Q. You could not hold the officer of the yard responsible for that, could you?—A. No, sir; I would not hold him responsible for anything that was carried on there. My orders at League Island, as watchman, were to allow no contractor and no man, under any circumstances, to use anything belonging to the Government, without special permission from the civil engineer, Captain Hooker, or the commodore of the yard. One of the contractors was using a derrick. I asked him if he had permission, and he told me that he would report me at Washington and take my star off me. It was the means of having me discharged.

Q. Who was that?—A. I believe his name was McKay.

Q. When was that?—A. This was in the beginning of the moving of the ordnance stores. They were taking the derrick on a small railroad-truck for short hoisting over to the ordnance to lift heavy shell. It was on my beat or I should not have interfered; my orders were strict, that under no circumstances should they use car-trucks, derricks, or anything belonging to the Government, without special permission. Even the American Dredging Company could not use their own derrick or move their own pile-drivers without bringing us a written order from the civil engineer's department.

Q. You intended to carry out your orders?—A. I did. I told him he must get permission. He told me to go away and not stop the work. I cursed him, and he told me that he would turn round and kick the head off me. I had a rifle there, and if he had attacked me I certainly should have leveled him to the ground. If he had kicked me he never would have kicked another person. I would have risked my neck.

Q. Were you discharged from the island?—A. Yes, sir.

Q. In consequence of that?—A. I blame nothing else but that.

Q. How long after this happened was it before you were discharged?—A. When he told me that he would kick me, I told him to come on, I was ready. I reached my hand behind me for my rifle. We carried a rifle from the station-house at night; and I used to carry a cutlass at night. There was a great deal of property laying in the ordnance department, which had neither lock nor key, and we had to stand by that at night.

Q. How long after this altercation which you had with McKay were you dismissed?—A. About six weeks afterward.

Q. And you think your dismissal was owing to that?—A. I do. A gunner came to me and told me that he would run me off the island. I told him I cared for no man as long as I did my duty, and Captain Hooker knew it.

Q. Who was he?—A. He had command of all the fleet at the island and commanded the watchmen. Captain Wilson holds that position.

Q. When did Captain Wilson take Captain Hooker's place?—A. I think it was early in September.

Q. When was this trouble which you had with McKay?—A. It was at the time of the removal of the ordnance stores, shot, shell, grape, canister, and shrapnel, from the old navy-yard to League Island. I think it was the latter part of October. I would not be positive.

Q. You were then working under the orders of Captain Hooker?—A. We were still working under his orders. They were never countermanded, and there is a part of them that have not yet been countermanded. Captain Hooker was relieved about the time they commenced to remove the ordnance stores.

By Mr. BURLEIGH:

Q. Do you know anything further in relation to the property of the Government being removed from the navy-yard, or from scows while being transported from the navy-yard?—A. Nothing further than what I have stated, except as to the destruction of Government property. On Sunday, as I went on watch at 12 o'clock, McKay's men had a very heavy piece of machinery, called the "spider," on two trucks. There was a small derrick rigged in the corner for lifting foundation-stone into those small cars. There were two 900-pound shot and two brass pieces on the end of it, and there were three or four large foundation-stones lying on it to keep the derrick down. I told the foreman that it would not bear the weight, and if he broke it I would hold him responsible for it; that I would arrest him on

the spot and take him to the station-house. I also called the attention of Mr. James Dugan, a gunner in the service of the United States, who was acting as foreman for McKay, to it, and asked him if he would allow this piece of machinery to be taken up by that derrick. He said yes. I told him that took the responsibility off of me. They lifted the piece, and as soon as they got a strain on it the derrick fell on top of it and the machinery came off the trucks, breaking three or four wheels and the elevating-screw. The thing was dropped and I have never heard anything more about it. On several occasions I made reports in the line of my duty. I made one to Captain Wilson, about a box of books belonging to the navigation department being broken open and some of the books missing, and I have never heard anything else about it. There were reports about doors being left open at night and Sundays.

Q. Were you a watchman in the yard at the last cleaning-up, when they were taking out the iron?—A. Not in the yard. I was at League Island. I was never watchman in the old yard. All my experience as a watchman was at League Island.

Q. Do you know how long that scow laid at Greenwich Point?—A. I can't tell that. Her decks were more than half bare when I saw her. More than one-half of her cargo was out.

Q. That was in the evening, when you were going home?—A. No, sir; it was in the morning. I left the island at 8 o'clock in the morning, and I walked around the bank, and I know it never took me more than an hour to reach home, and I should judge it was close to 9 o'clock in the morning when I saw this affair at Greenwich Point.

Q. Did you see any more similar teams going by your house that day?—A. No, sir; none used to pass out of the yard during the day-time.

Q. I asked you if you saw any similar loads coming from Greenwich Point by your house.—A. None ever came by my house; they turned up Mifflin Road. They didn't come by the old yard.

Q. Where were they going up Mifflin Road?—A. Up to Third street, to take the track to any other street they chose. They had only three squares to go when they got to the railroad-track.

Q. You didn't know where they went to?—A. I couldn't say that. I never followed them.

Q. This was 9 o'clock in the morning. Did you not have curiosity enough to watch if any more teams with that kind of material came up that way during the day?—A. No, sir.

Q. Did you have curiosity enough, on your return to the navy-yard, to notice whether that scow was lying there?—A. No, sir; I was shaking pretty badly with the chills and fever, and they came on about 11 o'clock. I intended to go out that day.

Q. Do you know of any other person who saw that vessel lying there?—A. I couldn't say that. I saw several persons there, but I can't name them.

Q. Do you know anything more in relation to that scow?—A. No, sir; I can't say that it was Government property, but my opinion is that it was.

Q. You didn't have curiosity enough to find out the name or number of the scow?—A. I know the owner of the scow was standing in her stern.

Q. How do you know that he was the owner?—A. I know he was, because I spoke to the man. I asked him how long he had been lying there, and he asked me what business it was of mine. I don't know his name.

By Mr. JONES:

Q. Did you know the name of the scow?—A. I did not, for there was a canvas thrown over her stern.

Q. Was it one of the scows used in transporting material from the old yard to League Island?—A. To the best of my knowledge it was; but I can't swear positively, on account of the covering of her stern. I judged from the material that she was one of the scows that left the old yard for League Island.

Q. Did you report to any one of the Government officers that you saw this scow at this place with Government property on board?—A. I did not.

Q. Why didn't you?—A. Because I couldn't say at the time that it was Government property.

Q. Why shouldn't you have made a report that you suspected it if you were a watchman at League Island? Wasn't it your duty as a watchman to do that?—A. I neglected it.

Q. Why did you neglect it?—A. Because I didn't think it was necessary for me.

Q. You didn't think it was necessary if you saw Government property being hauled away to report it to the Government, you being a watchman on League Island; you didn't think it was anything that came under your duty to report?—A. No, sir; I did not. I heard so much talk about the yard about taking this and that thing that I went there merely for curiosity.

By Mr. BURLEIGH:

Q. Did you have any fear that something would happen to you if you made such a report?—A. Yes, sir; I did. I had been told previous to that it was my vigilance in 1864 and fore part of 1865 in the old navy-yard that kept me out of many a good situation under the Government in the navy-yard: and since that time it was told to other parties that I was too vigilant a man to be kept in the navy-yard. I did my duty without fear or favor to any

person, and on that account, having a large and helpless family, I kept myself still and didn't make any report of it to any authorities at League Island. That was my only reason for not doing it.

Q. Where do you reside?—A. I lived at 115 Federal street at that time.

Q. Was that near by the old navy-yard?—A. Within eight doors of the old navy-yard gate.

Q. Did you say at the time of the removal of the navy-yard to League Island, teams did come out of the navy-yard at night loaded with Government material?—A. You have understood me to say that I supposed it was Government material that was in them.

Q. Why did you suppose that?—A. Because I saw the stuff covered with old canvas. I supposed if it was honest material that was in the wagons no man need be afraid to travel with it night or day.

Q. Did you make a report in that case?—A. I did not.

Q. What was the reason?—A. On account of fear that I would be removed, and that was the only thing that prevented me from making my reports.

Q. How many teams did you see go out by night that way?—A. I saw three teams one night, and another night I went for a doctor, my wife being taken sick, and I think I saw two teams.

Q. How many more did you ever see?—A. That's about all I took notice of.

Q. Did you understand or have any intimation from any one that that was property that came from the yard?—A. I did not.

By Mr. BURLEIGH:

Q. Why do you say that this property came from the yard?—A. I merely suspected it on account of its being covered.

Q. Were these teams heavily or lightly loaded?—A. Pretty heavily loaded. I could judge by the springs how they were loaded.

Q. Do you think these teams were loaded with metal?—A. Yes, sir. There is a grade on Federal street, and I can tell by the pulling of a pair of horses, and they were heavily loaded.

Q. Did you watch these teams?—A. I did, going up as far as Second street.

Q. I mean as regards their being heavily loaded.—A. Yes, sir; and to the best of my belief they were pretty heavily loaded. There were two horses with these low sugar-trucks.

Q. What time was it you saw them going from the yard?—A. About half-past 11 or 12 o'clock at night; and the next night it was nearly 1 or 2 o'clock as I was going for the doctor.

Q. Can you tell the date of that?—A. I will get it, sir.

PHILADELPHIA, *April* 14, 1876.

ALEXANDER H. KANE sworn and examined.

By the CHAIRMAN:

Question. Your business-house, as I understand you, is located opposite the Queen-street warehouse, being the warehouse owned by the Pennsylvania Railroad Company?—Answer. It is.

Q. State if at any time you saw any copper brought to that warehouse, by whom brought, and what time of the day; what time of the day it was carried off; and then state the quality thereof, whether new or old, and all you know about it.—A. It was composition gun-screws, bearings for engine-journals, and such things as that. I saw it come there in the morning about 7 o'clock, or perhaps a little after 7 o'clock.

By Mr. BURLEIGH:

Q. Was it brought by scows or by teams?—A. By teams. I can't say how many car-loads, but a number of furniture-car loads were brought. In the afternoon it was commenced to be taken away about 1 o'clock.

Q. Was that old or new?—A. The greater part was new. Pretty much all I saw that day was new.

Q. From what you saw of it would you pronounce it fit for present use?—A. Yes, sir; it was new. In fact, several of us went over and looked at it, and we were astonished that the Government would sell such stuff.

Q. As to the date?—A. It was during the period of time that the Government was removing material from the old yard to League Island.

Q. That is, during this last fall and winter?—A. Yes, sir; at that time several of us pronounced it new.

Q. Was that a large or small quantity?—A. I can't tell as to the number; but was a very large quantity. I presume 25, 30, or 40 tons; may be less and may be more.

Q. And you say it was moved the same day?—A. Yes, sir; most of it. I can't say that it was all removed that day. It was taken in and taken out the same day.

Q. Was the navy-yard open at the hour in the morning when you first noticed it?—A. I

can't say positively whether it was or not. It was very early in the morning; it was not later than 7 o'clock.

Q. Under navy-yard regulations they don't open at that hour of the day?—A. They open at 7, I think.

Q. How far is that place from the yard to Queen-street wharf where they put the copper?—A. About two squares.

Q. Would you say that the distance was one hundred yards, two hundred yards, or three hundred yards?—A. I think it is six or seven hundred yards.

Q. By what authority or what way it came there other than you have stated, you don't know?—A. No, sir.

Q. To whom it belonged or by what authority they obtained its removal from the yard you don't pretend to have any knowledge?—A. No, sir.

Q. Do you know where any other property removed from the navy-yard was housed or stored?—A. I do not.

Q. Do you know of any impropriety or irregularity about the navy-yard management?—A. I do not, except as I have stated.

Q. Have you any information on that subject, the sources of which information are available to this committee?—A. I can't say I have. The supposition is that it was not coming in and going out just right.

Q. Was the coming in and going out at that warehouse such as to excite suspicion and mistrust that the affair was not being managed properly?—A. Yes, sir; it was remarked by all of us.

Q. That it was something out of the usual course?—A. Yes, sir.

By Mr. BURLEIGH:

Q. I believe you said that this composition metal was new?—A. Yes, sir.

Q. And that several of you went to look at it?—A. Yes, sir.

Q. Can you tell the committee what shape it was in?—A. It was in bearings for engines, gun-screws, composition, &c.

Q. Were there any bars?—A. No, sir; not to my knowledge.

Q. It had been all worked into some form?—A. Yes, sir. It was all manufactured.

By Mr. JONES:

Q. Do you know where it was sent when it went from the Pennsylvania Railroad warehouse?—A. I do not, except that I was told it went to Seyfert, McManus & Co.

Q. Did you see any composition or iron lying at the wharf of this warehouse?—A. Yes, sir.

Q. What was it in?—A. Canal-boats.

Q. How many canal-boats did you see it lying in at the wharf?—A. I can't tell you how many; there were several canal-boats unloaded there.

Q. How much should you think there was unloaded from these canal-boats?—A. I should think probably five or six hundred tons of iron or composition.

Q. How much of it should you say was composition?—A. I can't say as to that.

Q. One, two, three hundred tons, or half of it?—A. I suppose there must have been over one hundred tons, as near as I can tell; there might have been two hundred tons.

By Mr. BURLEIGH:

Q. Did you see any one barge pretty largely loaded with composition?—A. Partly so.

Q. Did you see any one the chief load of which was composition?—A. I can't say positively as to that. I saw one or two partly loaded with composition, but I do not know whether the chief part of the load was copper or iron.

By Mr. JONES:

Q. Was any of this composition or copper what they term pig, as it comes from the furnace?—A. No, sir; I didn't see any of that kind, to my knowledge.

Q. Was any of it in sheets, either brass or copper?—A. No, sir; I didn't see any.

Q. Copper pipes?—A. I saw copper pipes.

Q. Was it in bolts or bars?—A. No, sir. None that I took notice of.

Q. Do you know who this property was in charge of at the time it was being taken in and out of the warehouse?—A. Mr. Reynolds was the man all the time around there. He was a man with one arm.

Q. Do you know whether this property was weighed when it was taken into this warehouse or when it was sent away from this warehouse?—A. No, sir.

Q. You saw no weighing when it came in or went out?—A. No, sir.

Q. Did you see any weighing when it was taken from the boat or scow to the warehouse?—A. No, sir.

Q. Did you see any hauled away from the scows in what you term furniture carts or wagons?—A. Yes, sir.

Q. Any of that didn't go into the warehouse?—A. That I can't say.

Q. I understood you to say that there was iron aboard these scows with this composition and copper.—A. Yes, sir.

Q. Where did that iron go to?—A. Most of the iron went into the store-house; some of it was new.

Q. What description was that new iron?—A. It was in bars, flat and round, and shaft-iron, say 6 inches.

Q. Six inches round shaft-iron?—A. Yes, sir; 6 and 2 inch and along there.

Q. Was there any small round iron, 1¼ or 1½ inch, bars of natural length?—A. Yes, sir.

Q. Was there any bar-iron from ½ inch thick to 2 inches and 3 inches wide, such as you would see in a common iron-store for retail purposes?—A. Yes, sir.

Q. That was taken out and put in the store-house?—A. Yes, sir.

Q. Then you saw a lot of heavy square plate-iron from 4 to 6 inches?—A. Yes, sir; very long.

Q. Was the long square iron or the small round iron and the small bar-iron from ½ inch thick to 2 inches wide and along there?—A. It was mostly large iron.

Q. Was there a considerable amount of this round iron and this bar-iron, such as is generally used by blacksmiths in building ships?—A. I saw several loads. I can't say how much there was. I didn't pay particular attention to it.

Q. A considerable amount of that description of iron was on board of these boats, such as you would usually see in an iron-store here?—A. Yes, sir.

Q. How many tons of that kind did you see removed from the barges to the building, to the best of your knowledge?—A. I can't say how much; I didn't pay enough attention to say.

Q. Was there ten, twenty, twenty-five, or thirty tons?—A. It might have been that or more.

Q. Should you think it was forty or fifty tons?—A. I wouldn't like to say how much.

Q. You know it was a large amount?—A. It was a considerable amount; yes, sir. I think there was more of the big round shaft-iron.

PHILADELPHIA, *April* 9, 1876.

GEORGE C. HAMMILL sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am in the wine and liquor business.

Q. Do you know Mr. Nathaniel McKay?—A. I do.

Q. How long have you known Mr. McKay?—A. I suppose in the neighborhood of a year.

Q. You never knew him until he came to Philadelphia to enter upon his contracts in the Navy Department, did you?—A. No, sir.

Q. Do you know most the officers of the navy-yard?—A. I know some few of them.

Q. State whether at any time you have, at Mr. McKay's request or by his order, made presents or sent packages of wines or liquors to any gentlemen holding positions in the navy-yard?—A. I have.

Q. State in detail, as near as you can recollect, just what you did in that respect.—A. I cannot give you the articles exactly; there was some champagne and whisky sent.

Q. State as near as you can the quantities, and to whom they were sent.—A. I cannot remember the exact dates on which I sent the packages or the names. There was a case of wine sent at one time and another case at another time. I cannot call the officers' names to mind now. I think Mr. Hartt got some. I will not be positive whether Captain Welles did or not.

Q. Did Mr. Hoover receive any?—A. No, sir.

Q. Did Mr. Briscoe get any?—A. I think he did. Those are about the only ones.

Q. Do you remember other men to whom any was sent?—A. If I am not mistaken, I think one of the cases and the whisky was for one party.

By Mr. HARRIS:

Q. Was that for Briscoe?—A. No; I think that was Mr. Hartt.

Q. When you speak of a case do you mean a dozen bottles?—A. Yes, sir.

Q. A dozen bottles of champagne and a dozen bottles of whisky at different times you think went to Mr. Hartt?—A. Yes, sir.

Q. And the champagne to Briscoe?—A. I think that is the name.

Q. Is that all that you have sent to his order?—A. Yes, that is all.

Q. What is the value of a case of wine?—A. I charged him $28.

Q. What is the value of a case of whisky?—A. I think the whisky was $24 a case.

Q. Have you, at the procurement of any other person, made similar presents to officers of the Navy?—A. No, sir.

PHILADELPHIA, *April* 21, 1876.

GEORGE C. HAMMILL recalled and examined.

By Mr. HARRIS:

Question. In your prior testimony you stated that you remembered to have delivered two cases of wine and one case of whisky to officers of the Navy Department by order of Mr. McKay. Have you, upon examination of your books, ascertained that that was a correct statement?—A. Yes, sir; I have the memorandum with me. In the case of whisky there were six bottles instead of twelve. There was one case of champagne in one order; six bottles of whisky.

Q. To whom were these articles sent?—A. They were delivered to Lieutenant Briscoe, and I think Mr. Reeder; they all went to the care of Naval Constructor Hartt. The first goods named, which are marked Germantown on the memorandum, were sent there, but I do not know the names of the parties; they were not sent to the navy-yard.

Q. Where did you get authority for saying that a case of that champagne was intended for Mr. Reeder?—A. It was all delivered to Lieutenant Hartt himself at the navy-yard.

Q. Do you mean to Edward Hartt?—A. Yes, sir.

Q. Does your book show that any of it was for Briscoe?—A. Yes, sir; it was all delivered to Hartt.

Q. Can you state whether or not the packages as sent were marked for Briscoe and Reeder?—A. No; they were not.

Q. They were marked for Edward Hartt?—A. Yes, sir.

Q. So that when they left your store and went into the hands of the messenger who delivered them they would show merely that they were intended for Mr. Edward Hartt?—A. Exactly. McKay came into my store, and I think Briscoe and Reeder were with him. He had these cases sent down to those gentlemen. He said, "Just deliver those goods to Mr. Hartt, at his quarters;" which was done.

Q. Have you stated all the liquors which were delivered to Mr. Hartt?—A. Yes, sir; those are all the transactions which I have ever had with Mr. McKay.

Q. Did you ever deliver goods to Mr. Hartt on his own order?—A. No, sir.

Q. Have you had any other dealings with Mr. Hartt than those?—A. None in the world.

Q. Have you seen Mr. McKay since you were last called before the committee?—A. No, sir; I have not.

Q. Have you written him?—A. I have not.

Q. Have you had any communication with him in any way or form?—A. None whatever.

Q. Have you expressed a desire to see him?—A. No, sir.

Q. Did you not express a desire to the officer in attendance here to see Mr. McKay?—A. I thought he might be over here. I asked him if McKay was here.

Q. Why did you want to see him?—A. For nothing special. I did not know whether I was by his authority that I was called here, and I was not sufficiently posted in the matter to know what to do.

Q. You have not seen him, however?—A. No, sir; I have not exchanged a word with Mr. McKay since he purchased those goods, except merely to say, "How do you do?"

Q. You have stated all goods delivered by you to him, or which he ordered from you for other persons?—A. Yes, sir.

By the CHAIRMAN:

Q. State whether at any time Mr. McKay and the officers of the yard, or any of them came to your establishment and drank a good deal of wine.—A. No; they never drank any wine there; they merely came in and took, I suppose, a couple of drinks of whisky, staid there and chatted and smoked a while, and then left. I don't suppose they ever drank a bottle of wine there.

Q. Who were those officers?—A. I think Mr. Briscoe was one and Mr. Reeder another; and there was also, I think, an officer named Wells. Mr. Hartt was there once or twice with them.

Q. Have you shipped or sent no other wine than you have testified to?—A. No, sir; those are the only cases.

Q. Or any articles of any description?—A. No, sir.

By Mr. HARRIS:

Q. I notice upon the copy from your books which you have brought in the following transcript: "September, 1875, one case champagne, $29; 2 bottles brandy, $8; 2 bottles whisky, $4; 2 bottles sherry, 4; total $45," marked "Germantown." To whom was that sent?—A. I do not know the parties named; Mr. McKay gave me the order. It was sent to a Dr. somebody, in Germantown. He wrote the address on a little slip of paper, and my boy marked it on the case; it was entered on the book and charged in that manner.

Q. Do you know whether that doctor was connected with the navy-yard?—A. I do not know. I do not know his name; I have no memorandum of it. I have given you a memorandum of all the liquors of every kind which Mr. McKay bought of me.

PHILADELPHIA, *April* 18, 1876.

GEORGE W. MITCHELL sworn and examined.

By the CHAIRMAN:

Question. Were you ever in any way connected with the navy-yard in this city?—Answer. I have been, as quarterman for Mr. Hartt, the constructor.

Q. How long?—A. I have been in his employ about two years this last time.

Q. Were you there during the removal of the property from the yard?—A. Yes, sir.

Q. State whether you saw any unlawful appropriation of the property by any one during that time?—A. It did not come under my notice. I saw buildings torn down and a great deal of destruction, but I was busy attending to the Constitution. I had a great many men employed as shipwrights. It was as much as I could do to attend to my own business. I thought there was a great deal of unnecessary destruction. It used to make me mad once in a while to see them tear the walls down on the timber.

Q. Do you know anything about anybody stealing any property there?—A. No, sir; that was in every day's report, but I didn't know the fact.

Q. Did you see anything wrong going on there?—A. No, sir; not while I was there. They were working night and day.

Q. Were there sufficient guards and watchmen to protect the interests of the Government?—A. There were enough watchmen and marines about there, if they were stationed there for that purpose. They were loading scows and steamers at all the wharves around or about the yard.

Q. Do you know anything about men being rated as skilled mechanics who were not?—A. Yes, sir; there has been plenty of that.

Q. Do you know who was responsible for that?—A. It appeared to me that they came from the Department, apparently. I have often spoken to those men, and they told me I had better mind my business; that they were Department men.

Q. Do you know anything about false mustering; that is to say, men being on the payrolls who were not there to do duty?—A. Not in my department among the shipwrights. I had a large gang, and had them on my book. It was my business every day to see that they were there; and if they were not there I would not report them as being on duty. Outside of construction, however, I cannot say.

Q. Was that employment of men as skilled laborers, rating them as first-class mechanics, carried on to any considerable extent?—A. No, sir; but I think there was a great deal of trouble made about that up there. Men would be recommended in our department and put in as ship-carpenters, who never worked a day at the business. They were joiners or house-carpenters. They were sent by the Department, and were not fit or capableto do our work. After a while they would be transferred to another department, if there was an opportunity. I had the supervision of a great many men there, and I had a chance to see these things. I have heard Mr. Hartt often say that if they would give him the men, he could do the work. On the Constitution they had a tiptop gang, having sifted the others out.

Q. Do you know anything else that was wrong?—A. In our department I do not think I saw anything destroyed.

Q. Have you any knowledge of wrong conduct occurring in other branches of the service there?—A. No, sir. I believe if Mr. Hartt had finished the frigate Constitution, it would have been done for the same price that will now have to be paid for her.

Q. Was there any reason why she could not have been finished previous to her passing into the hands of the contractor?—A. I hauled her ashore, and she laid a long while, and we didn't do anything to her. Then we had orders to go on with her. I had my own gang of 50 or 75 men on her then.

Q. Now, as to the mode and manner of her removal. Was it a loss to the Government?—A. I think so. I looked at it in this way: The timber they transported to League Island for her has now to be transported over to Camden, and it is going to cost in the neighborhood of $2,500. They should have repaired her at the south wharf. I had timber and lumber prepared for her before she left.

Q. And that timber and lumber that you prepared for her had to be transported from the island to the contractor?—A. Yes, sir.

PHILADELPHIA, *April* 17, 1876.

ALBERT R. SCHOFIELD sworn and examined.

By Mr. BURLEIGH:

Question. What is your business?—Answer. With the assistance of four others, I have charge of the old navy-yard, which now belongs to the Pennsylvania Railroad Company.

Q. What was your business prior to that time?—A. I am a lawyer by profession, but I have been connected with the Pennsylvania Railroad, directly or indirectly, for a number of years.

Q. As its legal counsel?—A. No, sir; associated with counsel.

Q. Do you find any trouble in keeping people off from the old navy-yard ground whom you consider have no right there?—A. Not at the present time. We did, however, when the company first took possession of the yard. At that time there was no fence on the river side. When I first came there I think there were 22 men employed. The force, however, has been reduced until at the present time there are but five, including myself.

Q. What was the object of having those 22 men employed there?—A. There was supposed to be a great many things lying loose in the yard, such as iron and things of that kind.

Q. Didn't those things lying around loose belong to the United States?—A. Our understanding was that the company purchased everything that was there.

Q. Whether it was loose or a fixture?—A. Everything that was on the property.

Q. Has the company had everything that was loose or a fixture?—A. They have had everything, as I understand, since the day of the purchase. I have understood that some cannon were taken away, which the company claimed; and the question was then raised as to whom they belonged, and I understood that Mr. Frank Thompson stated that everything which was fixed to the property was supposed to be included in the purchase.

Q. You say that there was iron lying around loose?—A. There was a great deal of iron connected with the ways, iron windows, iron doors, and frames and things of that character. All the flooring of the yard was fastened with iron spikes.

Q. Did your company claim all which was loose and hold it?—A. Yes.

Q. Is there any question between your company and the Navy Department in relation to that matter?—A. I never heard of any. I received an order some time ago from Mr. Pugh, the general agent, to permit some one to come in to examine in relation to scales, and if they found them to take them away.

Q. Were the twenty-two watchmen whom you put in to keep off the navy-yard people if they came for material?—A. They were to keep off everybody.

Q. Did the navy-yard people attempt to come in?—A. Nobody came officially or by authority.

Q. Has there been any demand for the material left there?—A. Never since I have been on duty at the yard. I went there on the 1st of March.

Q. What is the value of that material other than the fixtures?—A. I do not know that. There are a great many things lying about. There are bricks there which have been thrown down, and also some frame buildings.

Q. Have you removed any of those frame buil lings?—A. There was one taken down. I know parties who have come there and offered to buy the material. That is, they wanted to have the privilege of looking around the yard and picking up what iron they could find. There is a good deal of iron in the ways. There was a great number of large hinges on the doors that were torn off the buildings.

Colonel Scott, in his report, says that the purchase was twenty-three acres, and with the right to the port-warden's line it would include five additional acres.

Q. How many wharves were there?—A. There is the north wharf, the wharf under the north shears, the stone basin where the dry-dock was situated, and the south wharf. I think there were about four wharves and the stone basin.

Q. Are the shears which are left standing there claimed by the Pennsylvania Railroad Company?—A. Yes.

Q. How many are there?—A. Two pairs; there was the north shears and the south shears. There was a building behind the tower called Johnson's monument. That building Mr. Webb, the carpenter, sold by direction of Mr. Pugh, the general agent, to William H. Simpson for $25, he taking it down and taking it away. It was in the way of the double tracks extending through the yard.

Q. Has there been any estimate made by your people of the brick left in the yard?—A. No, sir.

Q. Have you ever made any estimate yourself?—A. I have not.

Q. Have you made any estimate of the value of any of the material lying around?—A. No, sir.

Q. How many bricks should you suppose there were there?—A. A gentleman was there one day who appeared to be conversant with the subject, said that he would give $100,000 for the brick.

Q. Did he make that offer to you?—A. No; but he made that remark, saying that was the value of the brick lying around; that is, if the buildings had been properly taken down. We often have parties there who want to purchase a few thousand bricks, but our instructions are not to sell.

Q. Are those bricks for sale, in point of fact?—A. No, sir. The general agent's directions to me were that if I knew any parties who would clean them, to let those persons forward to him estimates of what they would clean and pile them for by the thousand. The intention was to use them in the erection of whatever buildings might hereafter be put up on the premises. There was a building on the south wharf called the engine-house, where they used to have an engine for the use of the shears. That was torn down and given away to a couple of young men that came there in a boat. It was in the way of the platform.

By the CHAIRMAN:

Q. From what you have observed in that navy-yard since you have been there, in the noval of the property, does it not bear evidence of wanton destruction, haste, and confu-n?—A. There is no question about it; it does not admit of an argument. It looks to me e a disgrace, and everybody who goes there remarks that.

Q. Do I understand you that you have been in the service of the Pennsylvania Company a number of years past?—A. Yes, directly or indirectly, off and on.

Q. Do you know of any efforts made by the Pennsylvania Railroad Company to possess emselves of that property prior to its sale?—A. No, sir; I knew nothing about it till I w the account of the sale; it was then intimated in some of the papers that the Pennsyl-nia Company had purchased it; but in the same papers it was stated that the Baltimore d Ohio Company had made the purchase.

Q. State, if you know, whether the possession of that piece of property was a necessity to Pennsylvania Company.—A. That I cannot say.

Q. Was it of any advantage; and if so, what advantage to them?—A. It necessarily was great advantage to the company, from the fact that the company owned property or leased operty in its immediate vicinity, and it also had great water facilities, being on the water-nt. They have the Reed street property, directly to the south of it, which is leased; they o own or have leased the property to the north, but between them and this property the ltimore and Ohio and the Philadelphia, Wilmington and Baltimore Railroad Companies ve depots; that is to say, between Prime street and Washington street.

By Mr. BURLEIGH:

Q. And the navy-yard was in the way?—A. The navy-yard was clearly between them.

Q. So that they could not bring their properties together unless they had the navy-yard? A. No, sir. The tracks, as you observe, were originally extended to up within certainly t over three or four yards from the south line of the navy-yard property.

Q. What tracks are those?—A. The tracks of the Delaware extension.

Q. Do they belong to the Pennsylvania Company?—A. Yes; they run from West Phila-lphia, and come down over what is called the Junction Road, under Market and Chestnut eets, and then down across through the almshouse property across the Schuylkill to the idge, running along the north side of the arsenal wall and extending southeast till they n to Greenwich Point.

Q. That is that short line, ending abruptly with the navy-yard, running parallel with the er?—A. Yes. From Greenwich Point it runs north by Commercial avenue, striking Swan-n street.

Q. Is it the object of the company to have a railroad-line parallel to the river, to the rail-ad-wharves?—A. Since I have been there a single curve track has been made from the rth line just outside of the gate, north of Reed street, by the sugar-house, to the south arf, which has been used for the purpose of unloading goods for the Centennial. Four ssels have unloaded there, three being from France and one from the Mediterranean. en the intention is to have a curve from the straight track, which is now nearly finished, to Prime-street wharf, the intention of which is, when they get the right of way from the iladelphia, Wilmington and Baltimore and the Baltimore and Ohio, to cross their roads on vanson street, between Washington and Prime, and to connect with the Delaware-avenue d the Swanson-street track. The Delaware-avenue track is now connected with the old uthwark Railroad, leased by the Philadelphia, Wilmington and Baltimore. That will en give them the right to run to Dock-street wharf, to the purchase which they obtained buying out the Philadelphia, Camden and Amboy Road.

Q. Then it was necessary to have the navy-yard in order to make the connection?—A. s; this perfects its connection between the north and the south. Last week they laid t another track from the north track. When the connection is completed, that will give em two curves and a double track through the yard.

By the CHAIRMAN:

Q. Do you know whether Mr. Welch, or Mr. Cochran, or Mr. Rawle are stockholders officers in the Pennsylvania Railroad Company?—A. I do not. I do not know whether her one of them has any interest in the road, directly or indirectly. I know that Mr. ochran was a member of the legislature, and his character for honesty and integrity ood as high as any man that was there.

Q. Have you any idea of the value of this property?—A. Without the wharf facilities, I ink the property is very dear. If you take the streets out of it, you will find it is $12 a ot, which I would not give for any ground in that vicinity, except for the advantage of nnection with the river-front. That makes it very valuable.

Q. With the advantages of the water-front and the wharfage facilities, what do you say as its value?—A. I say that it is a very valuable piece of property to the Pennsylvania Road, ore so, I suppose, than to the Baltimore and Ohio or the Philadelphia, Wilmington and Balti-ore, because they have property both above and below it, while the Baltimore people have operty only on one side.

Q. Would not its wharfage facilities be of advantage to a steamship company also?—A.

Yes. The wharves are not now filled in nearly out to the port-warden's line. They are all of a very inferior character and very narrow.

Q. Suppose the wharfage facilities of the yard had been cut off, so to speak, or that it had been sold in that way, in your judgment would the Government of the United States have realized more money?—A. I think not. I do not think if the property had been cut and sold in building-lots it would have brought that money, $12 a foot.

Q. Suppose you had taken just the line of your railway running through it, and had sold that part which borders on the water-front, and then that part on the west side had been cut up into lots; in that manner could not the United States have realized more money than has been realized by the sale?—A. I do not think so. Taken as a whole, it was of more intrinsic value than it would have been if separated, because while the river-front would have brought a good deal of money, the other part would have brought nothing, comparatively, in that locality, as Philadelphia all grows up to the north and west, following the stream. It is a God-forsaken country down there in any event. There are very few houses of any character at all, excepting frame houses.

Q. Suppose the property had been sold with the buildings on it. Looking to the amount which has been paid by the Government for the transportation of those buildings, and for their taking down, state whether as a business proposition it would have been to the interest of the Government to have permitted the buildings to remain, and to have sold them in connection with the property, or whether it was to their interest that they should have been torn down and then transported to League Island?—A. My judgment is very clear in answering that question, that it would have been far better, not only for the Government but for the Pennsylvania Railroad Company, if they had purchased the buildings standing; that is, if the Government had moved out and left the buildings intact. There is no doubt they would have made a great deal more, because as the company bought the buildings were worthless. They were destroyed. The Government has, I suppose, received no intrinsic value by the removal. Take, for instance, the stores along the north line of the property. Judging from the brick and mortar lying around, it looks as if they had just toppled them down and let them break. It does not look as if they had taken any of them away. There are certainly now in some places seven or eight or nine feet of brickbats and rubbish lying heaped up.

Q. As I understand, you were not present at the time the Pennsylvania Railroad Company took possession of the property?—A. No, sir; I was not on the property for some months after the purchase.

Q. Do I understand you that the Pennsylvania Railroad Company claimed that everything lying in the yard, lumber, billets, nuts, scrap-iron, brickbats, copper, lead, and everything else belong to them?—A. My instructions are that everything which is within the inclosure and the fence out to the end of the walls is the property of the Pennsylvania Railroad Company, and I am directed not to permit anything to be taken away.

Q. Can you approximate the value of that loose material which is lying in the yard and which was there at the time you took charge?—A. I cannot. We took, I think, not less than a thousand pounds of lead out of a box or place where they used to have wheels kept. That was taken out by the track-men and sent over to the shop. From time to time we find copper. We find little bars of lead, and digging one day in the sand to get a shovelful to stop some water, a number of small bars were found, weighing a pound or so each. We found about twenty of them. We often find common balls. I think there is a big shell there which will weigh nearly six hundred pounds. I could not, however, put any value on the property.

PHILADELPHIA, *April* 18, 1876.

THOMAS GRADY sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected in any way with the navy-yard at this place?—Answer. I hauled there for about two weeks for McKay.

Q. State if at any time during the period that you were so employed you noticed anything wrong going on a out the yard; a d, if so, what it was.—A. Sometimes we worked there at nights. As far as I can understand, a man named Reynolds had boats down at the south wharf. We hauled iron down there, and hauled it to the north wharves, but I could not say where it went to.

Q. The iron hauled to Reynolds's boats was that which was taken off from the yard up to the warehouse, was it not?—A. No, sir; the iron was taken from where it was stored down to the boats.

Q. You don't know which way the boats went?—A. I do not.

Q. Was the iron which you took to Reynolds's boats and to the north wharf taken from the same pile?—A. It was in the same building. Every size of iron was by itself. There were all sizes of iron used in the Government business in there.

Q. When you came to haul from one pile, did you haul from that pile to both Reynolds's

boat and the north wharf at the same time?—A. Yes, I did. But I could not say whether it was Reynolds's boat. I heard so. That boat was on what they call the south wharf; and then on the north wharf there was another boat.

Q. Did it seem to make any difference, so far as the piles were concerned, whether you took the iron to the north or south wharf?—A. It did not make a bit of difference. We would rather go to the north than to the south wharf with it, because it was a better road. It was pretty hard pulling down there in the winter-time.

Q. Do you know whether there was any stealing going on about there at that time?—A. I could not say that exactly. It looked like that.

Q. In what way did it look like it?—A. I heard that Reynolds bought only thirty or forty tons of iron there, and I know that he took more than that. There was a large quantity of iron stored in Queen street. I don't know where that went to. I know they took a good many boats up there.

Q. Do you know of any boats being taken down to Greenwich Point?—A. No, sir. I heard of that.

Q. Do you know of any copper being hauled out of the gates by carts?—A. I suppose Gallagher hauled some out on his trucks.

Q. Did you see that done?—A. I saw it going out of the gates. It was composition.

Q. Do you know whether any pass or orders were obtained for it to go out?—A. Whatever McKay ordered to go out went, no matter what it was.

Q. McKay was cock of the walk down there, was he?—A. That he was. Teams would not be let out of the gate without McKay's or his man's ticket.

Q. Who do you call his man?—A. The clerk that he had there. I forget his name. We would not be let out at night without we had a ticket from him.

Q. Was this hauling of iron that you spoke of in the first instance going on at night-time?—A. We hauled it at night.

Q. What officer of the Navy was about there at night-time?—A. I don't remember. There were so many that I don't know which was there. There never used to be any officer near where we hauled iron.

Q. Who directed you where to get it and haul it?—A. McKay had men there to load, and we never could get off our wagons at all. He had a man superintending these men, and they would tell us where to go with the different loads—to go to the south wharf or to the north wharf.

Q. Was not there some officer of the Navy, or clerk, or watchman, who would tell you what piles to go to to get your loads?—A. Not that I saw. When he got the contract in his own hands he could haul as he liked. I was working for the Government for two or three weeks, and he threw me out of employment when he got the contract. I believe McKay has a lot of boxes now, with his name on them, down at the warehouse in Queen street. I did not see them, but I heard that they were in there.

Q. Suppose you knew the fact to be that Mr. McKay or Seyfert, McManus & Co. had purchased a large lot of composition from the Government at the yard, would you then believe that anything was going on wrong?—A. I don't know about that. It seems to me that there were things going on wrong at night, but I could not say exactly. Some nights he used to keep us in there until 10 o'clock hauling. He and Reynolds had it all their own way. When Reynolds would want wagons, McKay would send him the wagons that he had employed.

Q. Did you have sufficient light there at night-time when you were working?—A. We had lamps here and there. Sometimes we could hardly see the horses.

Q. You are pretty distinct in your recollection and statement thereof—that there was no officer or employé of the Government taking control of things at night?—A. I did not see any there. There were night-watchmen with badges on around the yard, but that was all I saw.

By Mr. HARRIS:

Q. Would you know, if they had not some uniform on, whether they were officers or not?—A. I would not.

Q. Do you know the officers of the yard?—A. I know one short man who was there. I forget his name now.

Q. When you say that there were none there, do you mean to say that you know whether they were there or that you don't know?—A. I mean that I did not see any there.

Q. And you would not know them if they were there?—A. Certainly I would know some of the officers if they were there, but I did not see any at night.

Q. Did you in the day-time?—A. Yes, sir.

Q. You say that nobody who had not McKay's pass could get through the gate.—A. Not at night they could not.

Q. Who would they show their pass to?—A. To one of the marines at the gate.

Q. Did the marines take the ticket?—A. Yes, sir.

Q. You had to give up your ticket to the marine, had you not?—A. Yes, before we could get out. That was when we were going home at night. We could not get out then without having a ticket from McKay's clerk.

Q. And if you had a load that you were conveying over to Queen street, you had to have a pass, had you not?—A. McKay would give a pass to get out.

Q. When you say that things looked as though they were stealing, what do you mean?—A. I cannot tell you anything about that. It seemed they went from one lot to another, and sent us down to a boat which they said belonged to Reynolds.

Q. You simply thought one was a Government boat and the other was Reynolds's boat. Now, supposing both boats were used in carrying Government iron, would there be anything wrong in it?—A. I don't know that there would.

Q. If you had known that they were all McKay's boats, what would you say?—A. I could not say anything.

Q. Then if it happened that McKay hired all the boats, you would say that it was all right, would you?—A. No, sir; I would not. I could not say where he sent the iron after it was loaded.

Q. If you could not say where he sent it, you could not say that he stole it, could you?—A. No, sir.

Q. Have you any reason for saying that any iron went where it ought not to go?—A. I don't know that.

Q. You don't know that McKay sent any iron away from the yard improperly?—A. No, sir; I don't know anything about that. McKay had all to do with it, and I had nothing to do with it.

Q. You say that you were discharged?—A. I was working for the Government, and when McKay got the contract I was discharged, as there was no work for me or for anybody else.

Q. You did not like that very much?—A. No, sir.

Q. You thought McKay crowded you out?—A. No; but then he employed me a couple of weeks, while he had any work.

Q. You say McKay had it all his own way?—A. He could do what he liked in the yard.

Q. How could he do anything that he was not permitted by the officers to do?—A. I mean that we could not go outside of the gate if we had not a pass from him to go out.

Q. When you say that he could do anything he wanted to in the yard, I now ask you whether he could do anything which the officers did not permit him to do.—A. I don't know anything about him or the officers. I cannot say anything about it.

Q. All that you saw was that McKay was ordering the men whom he employed to do what he pleased?—A. Yes, sir.

Q. And you don't know that he ordered them to do anything that was not right?—A. No, sir.

Adjourned.

PHILADELPHIA, *April* 18, 1876.

WILLIAM P. PRICKETT sworn and examined.

By the CHAIRMAN:

Question. You are a brick-mason by trade, are you not?—Answer. Yes, sir.

Q. Do you reside near the old navy-yard at this place?—A. I do not at the present time, but I have been there, at the lower end of the navy-yard, all my life.

Q. Have you ever worked in the yard?—A. Yes, sir; some years back.

Q. Was your attention called to the mode and the manner in which the buildings at the navy-yard were taken down at the time they were being taken down?—A. Yes, sir; particularly.

Q. State whether it was done with care and prudence, or in what manner it was done.—A. I have seen a good many buildings torn down in my life-time, but I never saw so destructive a piece of work. I have talked with a great many men, strangers and even persons passing casually, and it was the general opinion of everybody I have found that it would have been a saving to the Government to put a keg of powder in and blow it up.

Q. Was any care taken in the removal of the bricks from the yard?—A. I do not know that. I did not go inside of the inclosure, but just looked at it, passing by.

Q. Can you form any estimate as to the number of bricks that remain in the yard at the present time?—A. I have not been called to examine the inside of the yard, but those that I looked at on Federal street and those on the Front-street side, taking what is standing and what is torn down and broken up on the Prime-street side and those down on the Front-street side, I should judge, would amount to nearly two-thirds of the original buildings. There do not appear to have been many removed from there. There is a mass torn down, but it is all piled up and broken up. I saw them taking something like a maul or sledge, and it seemed to me as if they were trying to break up the bricks, instead of trying to take them down. That drew my attention to them.

Q. Do you know anything about the unlawful removal or unlawful appropriation of any property of the Government by anybody?—A. No, sir; I cannot say that I do of my own knowledge.

Q. Do you know of any wrong or fraud being committed about the navy-yard?—A. No, sir; not of my own knowledge.

By Mr. HARRIS:

Q. What is your occupation?—A. Bricklayer.

Q. Were you employed on the yard at all?—A. No, sir; I worked there some little time under the Johnson administration.

Q. You had nothing to do with the removal of the property?—A. No, sir; nothing at all. I live near by there.

Q. What is your present business?—A. I work at bricklaying.

Q. Do you make contracts for laying brick?—A. Yes, sir; I do not do it on a large scale, but do merely jobs of repairing.

Q. Do you mean to say that, in your judgment, two-thirds of the brick that were in those buildings before they were torn down, are now in the yard?—A. Yes, sir; I am speaking of the row down Prime street, and the buildings that stood on Front street. I do not mean all the buildings. I have not been inside of the yard.

Q. You have never been inside since the removal, have you?—A. I went down with a reporter at a time when a man was going to experiment in diving, but I did not pay particular attention.

Q. You observed it only casually?—A. Yes, sir. Those along Prime street I observed particularly.

Q. How many stories were those buildings?—A. I think they were about four stories.

Q. There remains the largest part of the lower story now?—A. Yes, sir; there are nearly two stories on the outside wall.

Q. About one story on the inside wall?—A. Yes, sir; but the most of the bricks tumbled down appear to be lying there.

By Mr. BURLEIGH:

Q. Are the walls thicker at the bottom than they are at the top?—A. I do not think those on Prime street were. Those toward the wharf are not, but those on Front street I know run pretty much the same all the way up. I cut some windows through on Prime street some thirty years ago, and I know it was 13 inches at the top then. In my judgment it would cost about as much to take the rubbish away that they threw down as the bricks that they took away would be worth.

PHILADELPHIA, *April* 21, 1876.

THOMAS W. PATTEN sworn and examined.

By Mr. CHAIRMAN:

Question. Do you know anything about pumps and some other material which belonged to the Government, which were by you removed from any private establishment to the navy-yard, they having been improperly taken from the navy-yard?—Answer. I do not know in what manner they were taken from the navy-yard. There was some material removed from Queen street to League Island, which was in the shape of pumps and chains, a hydraulic-pump or something of that kind. I am not positive what the articles were. There was chain with it. In fact, I am not positive whether it was a pump or not. I am positive, however, that there was a chain and something else connected with it. The official of the yard requested it to be sent down. My team was employed to take it down.

Q. Did you take that from the Queen-street warehouse by orders of the officials of the navy-yard to League Island?—A. Yes.

Q. Was it composition or iron?—A. It was iron. They sent their foreman from the warehouse with it to League Island. The man's name was Reynolds. He went on my wagon with the driver to see that it was delivered.

Q. Did you understand from that officer that he had searched for it before in the Queen-street warehouse, and had been unable to find it?—A. No, sir; I understood that he had searched at League Island but could not find it, and came up there to look after it. He desired it to be found. Mr. McKay's clerk directed me to remove it, and they placed it on the wagon.

Q. Was anything else besides the chain and the pump?—A. No, sir; my teams were sent with chains twice. The first time was on the 4th or 5th of January. I think there were about 4,000 pounds.

Q. How much weight was there in the second load?—A. Not more than 400 or 500 pounds; it was a trifling amount. It was not nearly a load. But the first time there was as much as two horses could pull in two loads.

Q. Do you know anything about any other unlawful appropriation, or attempted appropriation, on the part of any one of property belonging to the United States?—A. On the 3d of January there were some tanks which were lying at the south wharves put on my wagon. They were not removed from the yard as they could not obtain a pass for them. They were brought to the gate, and returned and taken off the wagon. They were afterward shipped, I believe, on a scow, and sent to League Island.

Q. Your wagons were in the employ of whom?—A. They were in the employ of Mr. McKay so far as I knew. I was not employed by him, but by their paymaster, who did business both for McKay and Reynolds. Seyfert, McManus & Co. paid their bills.

Q. Who was that paymaster?—A. B. F. Miller.

Q. Had you any connection yourself with the navy-yard as an employé?—A. No, sir.

Q. Were you frequently about the navy-yard?—A. I was there from the 15th of December till the 4th of January. Some portion of every day during that time.

Q. Were you there at night-time?—A. No, sir; I had no business there at night.

Q. What officer or agent of the Government was superintending the removal of property if you remember?—A. I do not know of any excepting Mr. McKay, and his foreman, Mr. Black. The contractors were the only parties I saw, superintending any removal, and the captain of the yard, whose name has escaped my memory. I do not know that he was superintending the removal of anything.

Q. While the contractors were removing property for the Government and property which they had bought for themselves, did you notice any separation of that property, or was it all mixed up?—A. I do not know that.

Q. Did they haul pell-mell from the same pile, or how was it done?—A. I understood that the contractor had bought what I hauled. My impression was that I was not hauling anything for the Government. My teams were at work for some time hauling lumber to the wharf for the subcontractor of Mr. Rice. They were hauling lumber which was rafted or floated down to League Island. They were hauling no iron. I understood that Mr. McKay had bought the boiler-iron which I hauled for him. He was having it broken up.

Q. You did no hauling then for the Government?—A. No, sir.

Q. Your hauling was done to the Queen-street wharf, was it?—A. No, sir. Some two or three loads were carried to Queen street from the navy-yard, but that was by order of McKay's clerk.

Q. Did your wagons obtain passes for that?—A. Yes.

Q. From whom were they obtained?—A. I do not know. I obtained them from Mr. McKay or some person who was directed to give me a pass.

Q. Was the person who was directed to give you a pass a Government officer?—A. I could not say that he was. The passes for any material that I took out of the yard were given by a boy. One which I had read as follows: "Number 3. Philadelphia, Dec. 31. Received of N. McKay one load of iron."

Q. Were passes made like that signed by anybody?—A. Yes; they were signed by some officer in the yard. I was to sign that one and return it when a load passed out. He gave me two or three passes one evening, in case that my wagons loaded after he left; but I did not get any loaded.

By Mr. HARRIS:

Q. You had to indorse this and leave it at the gate?—A. Yes; then I got the check when the load was delivered to show that I had delivered it. I think that was done with everybody for fear the cartman would sell his load or give it away.

Q. Then when you delivered your iron at the place of destination you took the receipt for it?—A. Yes; the boiler-iron went to Mr. Mitchell's rolling-mill. The two boilers weighed about one hundred and fourteen tons, I think.

By the CHAIRMAN:

Q. Do you know whether any of your teams or wagons went out of the yard without having a pass signed by an official?—A. I do not believe they did. I do not know of any that did.

Q. If there was anything else irregular, within your knowledge or observation, state to the committee what it was.—A. There is nothing that I can state of my own knowledge. The only time that my teams had not a pass they were brought down there by a foreman of Mr. McKay, Reynolds, and McClung, to bring these boilers or tanks to Queen street.

Q. You call Reynolds the foreman of McKay, do you?—A. He was in charge of the men loading my wagons. He loaded the iron on my wagons. That was my agreement. Reynolds and McClung and Kaney were there. One time when they had no pass the wagon was stopped and they took it down to take out the tanks, and when they came to the gate they failed to obtain a pass. The wagons were turned back and the tanks taken off. Some composition which I hauled for Mr. McKay was hauled from Queen-street wharf to Clyde's line.

Q. State whether all the material hauled to Clyde's line from Queen-street wharf was weighed before you took possession of it.—A. Yes; I think there were thirty thousand pounds.

Q. Where was it weighed?—A. At the warehouse, by a sworn weigh-master.

PHILADELPHIA, *April* 10, 1876.

JOHN CORCORAN sworn and examined.

By the CHAIRMAN:

Question. Were you employed in the navy-yard in the removal of the stores, material, &c., belonging to the Philadelphia navy-yard to League Island?—Answer. Yes, sir.

Q. In whose employ were you?—A. Mr. McKay's.

Q. In what capacity were you employed?—A. I had charge of League Island for about four weeks.

Q. Were you stationed there?—A. Yes, sir.

Q. For what purpose were you stationed there?—A. Unloading the freight. I took general charge of the place while there. I handled all the heavy freight and machinery, &c,. while I was there.

Q. You had charge of a number of men?—A. Yes; I think when I went there there were 230 men under McKay.

Q. You were not employed by him at any other place than that?—A. I was not.

Q. State whether you saw anything wrong or improper in the management or control of that property, or its disposal by Mr. McKay.—A. I did not on anything that went down to the island. So far as I know everything was unloaded there. We handled stuff a little carelessly, and were not perhaps as particular as we ought to have been; but that is all I know of. I had nothing to do with the goods in possession of McKay. I went through the navy-yard before daylight every morning, and came through there after dark at night. He had a boat to take us up and down.

Q. Did you see anything wrong or improper in the removal of the stores at the yard?—A. I did not.

Q. Have you any knowledge or information of any wrong or abuse in the removal of the stores?—A. I could not give you any information from my own knowledge.

Q. You have no information except the common rumor?—A. I have not, sir. I could not state to you anything except what I have heard.

By Mr. HARRIS:

Q. Did you have any trouble with Mr. McKay?—A. I did not.

Q. Why did you leave?—A. Because he did not want me any longer. While I was there I was engaged by the terminal agent at the Centennial building.

Q. Did you see anything that would indicate to you that McKay was not delivering the property to the yard in good faith?—A. I did not see anything. I did not see any man taking or stealing anything from there, and know on my oath that I did not take it myself, and did not want it.

Q. Did you think that he employed more men than he had any need for?—A. Yes, sir. I think he employed more than I should have employed myself.

Q. When you say that you handled the goods rather roughly, what do you mean?—A. Well, perhaps they were not used quite as carefully as they should have been.

Q. Do you know the shears that are at the navy-yard?—A. Yes; there are two shears there.

Q. What is the age of them?—A. I could not tell you that; one of them is pretty old I think.

By Mr. JONES:

Q. Have you stated anything to Mr. McClure or any of the reporters of the Times, previous to coming here within the last few days, or a week or two, which you have not stated before this committee?—A. Not that I know of. I told them in my house that I had nothing at all to say that would implicate any person, except on rumor or hearsay. I told that to two of the Times reporters in my house.

PHILADELPHIA, *April* 18, 1876.

JOHN MCLAIN sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard at Philadelphia?—Answer. Yes, sir; I worked there in 1856 and in part of 1857.

Q. Have you been connected with it in any manner since the year 1871?—A. Not working under the Government.

Q. Were you working for any contractor?—A. Yes, sir; I worked for Mr. Simpson for four or five weeks tearing down the pilot-house and turret of one of the monitors.

Q. Were you around the Government yard at the time of the removal of the public property from that place to League Island?—A. I had occasion to go up and down, but I was not employed in any capacity in the yard. I saw the parties who tore it down, and observed it from the outside, and sometimes I traveled around it inside.

Q. Do you know anything about the unlawful removal or unlawful appropriation of property belonging to the Government?—A. I cannot say that I do, except from hearsay.

Q. Do you know of any frauds or abuses connected with the management of that yard in any way?—A. Yes, sir; I certainly know with regard to that at a later date. Incompetent men went to work; men who were not even blacksmiths' helpers being put on first-class pay. That was further back, under the master blacksmith.

Q. Was that prior to 1871?—A. Yes, sir; and it was even almost up to the time when the yard closed. A man named Jacob Atling, when he came there, was not even a helper. Mr. Stohl rated him on first-class pay, and kept him there when apprentices had to leave the yard. I have known several other helpers there who were rated on second-class pay: I remember the names of Connors, Lapard, Burnside, and Corkla. Connors has been employed since as a laborer in the yard. These people were put on second-class pay, and the books of the department will show the fact. I also know of a man named Smith, a clock-maker, who was classified as a blacksmith, on second-class pay,

Q. That reaches the point of improperly rating men as skilled laborers who were not such in fact?—A. Yes, sir; thus depriving the Government of the labor of competent mechanics and of those who had served their time as apprentices in Government employ.

Q. Do you know under what authority that was done?—A. That is more than I can say. I suppose they were rated by their political friends who obtained the situations for them, although I do not know that fact. It is only a matter of conjecture. I have reason to infer that it was through some political influence these men obtained their places.

Q. Do you know of any other frauds, errors, or abuses?—A. The only thing that I should consider an error was that in the taking down of those buildings there was a great deal of destruction of all that property. For instance, bricks which cost from $8 to $10 per thousand were thrown down in a very bad way, and men were paid at the rate of $1.25 per day, which I think was highly detrimental to the Government, because a man's pay at that rate would be very easily saved by having them removed in a careful manner. Those bricks would then be of use at League Island to be put in new buildings. In removing slate, also, there was a great deal of carelessness exhibited.

Q. You were not, as I understand you, sufficiently about the yard to state upon whom the responsibility of that waste and destruction should rest?—A. I think Mr. Rice was the contractor and Mr. Nagle was the subcontractor, but I do not know who to blame for the damage.

Q. Is Philip Stohl still in the employ of the Government?—A. No, sir; he backed out. I sent in a report two days after my son went into the yard at Philadelphia, November 11, 1873. That report has never been investigated and there was no chance of investigating it. It was sent to Commodore Mullaney on that date. It was an official document.

Q. That report charged Mr. Stohl with what kind of conduct?—A. With defrauding the Government by employing incompetent men and discharging those who had served their time faithfully, and keeping them out of employment.

Q. When did Philip Stohl leave the service?—A. He left after the yard was sold. He went down to League Island, but was removed immediately afterward. I think it was in the latter part of December that the yard was sold to the Pennsylvania Railroad Company, and I think he was removed about January. At least he left; I cannot say whether he was removed or not.

Q. Do you know of any instance in which men drew pay when the yard had been closed?—A. Mr. Stohl, at the time the apprentices were all discharged, stopped there and remained helping Stephen Body, the quarterman, I suppose under the name of blacksmith's helper, while at the same time acting in the capacity of foreman blacksmith. I suppose you know what service he rendered to the Government in that shop, as well as I know it.

Q. Do you know of any other error, fraud, or abuse in connection with the service?—A. Nothing except hearsay.

Q. Do you know anything about the interference or control of Mr. Randall in the affairs of the navy-yard at Philadelphia?—A. Mr. Randall was in the habit of putting men into the yard, and into the post-office and other departments. And at the time he was a candidate for the Speakership a great many men of both parties did not care to see him there. They thought it would not be beneficial to the Government, and they stood antagonistic to him in that respect. That feeling was not confined to any party, hence men of both parties did not care to see him elected Speaker of the House.

Q. Do you know of any irregularity or improper conduct on his part in connection with the navy-yard?—A. I do not, except by common report.

Adjourned.

PHILADELPHIA, *April* 19, 1876.

O. F. KANEY sworn and examined.

By the CHAIRMAN:

Question. Do you know anything about the unlawful removal of property from the navy-yard at this place?—Answer. I do not.

Q. Do you know about any wrong going on at the time of the removal?—A. No, sir.

Q. Do you know anything about any property that was taken from the yard being on eposit at any place outside of the Queen-street warehouse?—A. No, sir; I loaded boats ɔr Reynolds at the south wharf, and had orders to send them to Queen-street wharf.

Q. In the removal of property did you observe any new iron taken away?—A. I saw new nd old iron.

Q. New iron of what character?—A. I have seen heavy round iron—bariron ten or velve feet long and six inches, eight inches, and ten inches in diameter; it was all sent to ıe and I loaded it.

Q Were you in command of one of the lighters?—A. No, sir; Mr. Reynolds hired me to ɔad stuff and take charge of gangs of men on the south wharf.

Q. Did you work night and day?—A. No, sir; not night and day. We worked some few ights.

Q. Was there any mistake likely to have occurred between the Government property and ıat which was the property of individuals?—A. No, sir; we never moved any of that eavy iron at night.

Q. What was it that you moved at night?—A. Old scrap-iron.

Q. Did you move none of this new iron of which you speak?—A. No, sir.

Q. Do you know where the new iron came from, I mean from what building, or from hat branch in the yard?—A. I do not.

Q. You do not know whether it came from construction or from other departments?—A. o. sir; my only duty was to look after the men.

Q You say that you know of no impropriety, irregularity, or wrong?—A. No, sir.

By Mr. HARRIS:

Q. You loaded no iron that went to League Island?—A. No, sir; I did not.

Q. Were there any boats that went to Queen street loaded at the north wharf?—A. Yes, r; we loaded the boats at the north wharf.

Q. In loading these boats for Queen street did you not put on board some new iron—ound iron, flat iron, and bar-iron of various sizes —A. Yes, sir; I have just stated that.

Q. You do not know where it came from?—A. No, sir.

Q. You put it on board?—A. Yes, sir.

Q. You do not think any of that was intended for the boats loaded for League Island?—. No, sir; I do not.

Q. Was there not some iron delivered to you and put on the Queen-street wharf just like ıat which was sent to League Island by the other boats?—A. Not to my knowledge.

Q. Did you see the iron that went to League Island?—A. No, sir; none of it. I do not now that they were sending any to League Island.

Q. Were not the boats loading for League Island?—A. Yes, sir.

Q. Were they not loading with iron?—A. No, sir.

Q. They loaded boats at the south wharf for League Island, did they not?—A. Yes, sir; n the outer edge of the south wharf.

Q. Do you know what was put on board of them?—A. They put some machinery on oard.

Q. Do you say that you did not know that any bar-iron was sent to League Island?—A. es, sir; I did not know that there was any to be sent there.

Q. You had the impression that all the bar-iron in the whole concern was to go to Queen-reet wharf?—A. Yes, sir; those were the orders I had—to load the boats.

Q. Do you say that you think all the bar-iron in the yard was carried to Queen-street 'harf?—A. No, sir; I do not say that.

Q. Do you think that any was sent to League Island?—A. I could not say that, for I do ot know.

Q. You paid no attention to any business except your own?—A. Nothing but my own usiness.

Q. Did you see any Government officer about?—A. Yes, sir; all the time.

Q. What Government officers were looking after your material?—A. The officers attached o the yard.

Q. Name them.—A. Captain Mitchell, and a stout man named Hartt. The captain of the ard came once to me when we had a pair of screws aboard the boat. We had also had two nchor-stocks belonging to the Constitution which were brand-new.

Q. What was done with those things?—A. He said that they did not go into that lighter, nd we took them out and put them on the wharf, and he sent a gang of men and took them way.

Q. Do you know whether or not during all the time that you were loading iron that your argoes were overlooked by the Government men?—A. Yes, sir; I know that lots of men ame down there day and night, and for that matter, about every hour or every two hours here were some Navy officers there, or watchmen in the yard were there. They would stroll round, look into the boats, and go away again.

Q. So that you think no iron went aboard your boat which the Government officers had not n opportunity to know about?—A. No, sir; not a particle of iron went on board of any of

the boats that I loaded which the Government officers had not ample opportunity to see; the hatches were all off. Mr. Reynolds employed me. The Government officers could see what iron was in the boats and what was on the wharf. Those screws, I believe, were sent down by mistake; they were sent to me and I loaded them. They laid on the wharf for two days after I took them out.

By Mr. JONES:

Q. Are you accustomed to the different sizes and kinds of iron which they keep in iron stores here?—A. Yes, sir.

Q. Did you have any such iron as you have seen in stores here brought down to your wharf?—A. Yes, sir.

Q. How large in amount, should you think; was it a quarter or half of it, or what quantity?—A. I think I loaded one time about ten or twenty tons of heavy bar-iron, like axle-iron—six-inch iron.

Q. Did you not load bar-iron from half an inch to an inch and an inch and a half to three inches wide?—A. Yes, sir; square iron, two and a half or four inches square.

Q. Did you not load some half an inch and three-quarters of an inch thick, such as you usually see in iron-stores?—A. Yes, sir; lots.

Q. Any round iron one and a half inches up to four or five inches?—A. Yes, sir.

Q. Are you accustomed to the kind of iron used in constructing ships?—A. Yes, sir.

Q. Was not a large quantity of this iron such as is used in constructing ships?—A. Yes, sir; it had to be cut.

Q. But it was such iron as would be used in constructing ships?—A. Yes, sir; I loaded a lot of tubes.

By Mr. BURLEIGH:

Q. Were those tubes good?—A. Yes, sir; they were all fit to go into boilers; they were wrought-iron tubes.

Q. How many of them were there?—A. I loaded Wednesday, December 22, 100 tubes; length 7 feet, size 3¼, weighing 3,287 pounds.

Q. How did you get the weight?—A. We got it from the weigh-master. I took the name of the man who drove the team. The ticket would come in to me, and also the weight; another man was sent, and I was directed not to take the weight, and then all I did was to send the tickets; I sent them from the engineer's department.

Q. Was the scale in the yard at that time?—A. No, sir.

Q. How did you get the weight?—A. I went outside. They were hauled outside and weighed.

Q. And then brought back and put into the boat?—A. No, sir. They were loaded on trucks and taken to the Queen-street wharf.

Q. Was that all the tubes you took?—A. No, sir. That was only one load. I have a memorandum here: Tubes 8 feet long; size, 2 inches; number, 70. The next lot was 3 feet in length, 7¾ inches, 95 in number. Next lot, 2 feet 6 inches long, being short tubes belonging to Martin boilers; 3¾ size; number, 41. Another lot was 11 feet long, 3¾, 43; also, lot of tubes 8 feet long, 3 inch, 45; also, tubes 7½ feet long, 2¼ inch, 23 in number; tubes 6 feet long, 3 inch, 19 in number; tubes 7 feet 6 inches, size, 2 inch, 28 in number; also, 20 assorted tubes. In another lot there were new tubes 16 feet long, 3½ inch, 16 in number; also, 14 feet 3 inches long, 2¾, 12 in number; also, tubes 14 feet long, 2¾, 5 in number; also, lot 13 feet long, 3½ inch, 30 in number; also, lot 12 feet long, 3 inches in size, 43 in number; also, lot 7 feet long, 3½ inches in size, 49 in number; also, lot 8 feet long, 3 inches in size, 28 in number; also, lot 11 feet long, 3¾ in size, 43 in number; also, lot 6 feet long, 3 inch in size, 70 in number; also, 103 assorted tubes; also, lot 7½ feet long, 2½ inch, 125 in number; also, lot of new tubes 7½ feet long, 2½ inch, 65 in number.

Q. Had the others been used at all?—A. No, sir; but they were partly rusted.

Q. Did the rust hurt them?—A. No, sir. They could be used just as well again.

By Mr. HARRIS:

Q. As I understand you, they never had been used?—A. No, sir.

By Mr. JONES:

Q. Why do you state that those last ones were new?—A. Because they were bright. Any one who understood anything about tubes could tell that they were newer than the others. The others you would have to scale—to scrape the rust off them—before they could be used.

Q. Was there much rust on them?—A. Yes, sir: on some. There was nothing, however, that could not be scraped off. They could be used.

Q. Do you know anything about making boilers?—A. Yes, sir. I am an engineer.

Q. Would you put such tubes in boilers?—A. Yes, sir. There was also 65 tubes 7½ feet in length, size, 2½ inch; also, 71 tubes 2½ inch, 7½ feet long; also, 30 tubes 9 feet long, size, 2½ inch; also, 42 tubes 9 feet in length, size, 2¾ inch; also, 31 tubes 9 feet in length, 2¾ inch.

By Mr. BURLEIGH:

Q. Why did you take such an accurate account of those tubes?—A. I was authorized to do so by the man who employed me.

Q. Who was he?—A. Mr. Reynolds.

Q. Do you know where they were hauled?—A. Yes, sir. They were hauled to the Queen-street wharf, and delivered at the warehouse there.

Q. Were you authorized to take an account of any other iron?—A. No, sir.

Q. Did you give that memorandum to Mr. Reynolds?—A. Yes, sir.

Q. Do you know what became of those tubes afterward?—A. I do not.

Q. Do you know anything in relation to any other iron that came from the navy-yard?—A. No, sir.

Q. Were those tubes all hauled on the 22d December last?—A. No, sir. They were hauled on the 22d and 23d of the month.

Q. Do you know about the value of those tubes per foot?—A. I do not. I never bought any.

Q. Do you know what their market-value is?—A. I do not.

By Mr. HARRIS:

Q. State whether or not a good many of these tubes are not too short to go in boilers that are now in use.—A. No, sir. They could be used now. In pretty much all boilers used now they use the 3-inch tubes 8 and 9 feet in length.

PHILADELPHIA, *April* 20, 1876.

JOHN M. CURTIS sworn and examined.

By the CHAIRMAN:

Question. State your position.—Answer. I am store-clerk of the steam-engineering bureau.

Q. Did you hold that position during the period of time covered by the removal of property from the old navy-yard to League Island?—A. Yes, sir.

Q. Had the Bureau of Steam-Engineering made any sale of iron, or material of any description belonging to the bureau, to McKay, Seyfert, McManus & Co., or Mr. Reynolds, prior to that removal or during the time?—A. Not to Seyfert, McManus & Co., or to Reynolds, or to McKay prior to that time. McKay was sold the goods at the auction, but not before that.

Q. In the removal of property bought by him at auction, state to the committee whether he got more or less than the quantity sold to him by the catalogue.—A. In some cases he got more. The understanding at the auction was, for instance, that twenty tons were advertised, and that it was more or less, and it was so stated by the auctioneer at the time. Where there were fifty tons of cast iron, it was stated to be fifty tons, more or less; it was a mere guess on our part as to how much there was in those piles.

Q. Did you weigh it afterward?—A. Yes, sir; it was all weighed. I have transcribed all the weights at the office, and will furnish them to the committee if desired, and can explain any and every sale.

By Mr. BURLEIGH:

Q. Did you sell any boiler-tubes?—A. We sold iron tubes for boilers.

Q. Had they ever been used?—A. A good many of them had; what proportion of them was old, and what new, I could not state. Some of them had been painted. They all went together. The boiler-tubes were sold by the pound.

By the CHAIRMAN:

Q. During the time of the removal, or any other time, do you know of any unlawful or improper removal of property which belonged to the United States Government, or any unlawful or improper appropriation of the property of the Government by anybody?—A. I know that there were two large copper pipes stolen; that is, they were stolen, according to my impression. I do not know how they got out of the yard; I know they were in the yard, and I know they disappeared.

Q. Who got them, or when, and where, and how they disappeared, you do not know?—A. No, sir.

By Mr. BURLEIGH:

Q. What was their weight?—A. I think they weighed four hundred and eighty or five hundred pounds. I know I had weighed them before that.

Q. Did they lie near the gate or near the water?—A. They laid about half way between the street and the river, by the machinery-shed in the new purchase.

By the CHAIRMAN:

Q. Do you know of any other matter of a similar nature during the sale?—A. There was a reversing gear that disappeared in the night. Chief Dungan told me that he had his eye on it lying there in the shed, and in the morning it was gone; that was a worm brass screw that weighed about sixty pounds. There were three valves stolen from under the Chattanooga's crank-shaft which had been hidden by the shaft until the side of the building was torn down. As far as my memory goes, they were stolen in the day-time. I think that was pilfering. I know the boys got in the side, breaking out boards, &c., and they had to be chased away. I do not consider, however, that anybody could have removed those large pipes without a vehicle.

Q. Do you know of anybody connected with the naval service receiving any present or anything of the kind or description from parties who were dealing with the Government?—A. I do not.

Q. Do you know of any person in the employ of the Government receiving pay for extra work or time when in the service of any contractor, with the Government?—A. I do not.

Q. Do you know of any other frauds than those you have mentioned?—A. No, sir.

Q. Do you know the store-clerk of the construction department?—A. Yes, sir; his name is Harris.

Q. Was there not a man named Boyer there at that time?—A. Yes, sir.

Q. Was he the chief store-clerk?—A. He was the store-clerk at the time the yard was removed,

JOHN M. CURTIS recalled.

The witness produced to the committee weight of material sold fro n the bureau of steam-engineering, and was examined thereupon as follows:

By Mr. HARRIS:

Question. The estimated weight of the tubes at the time of sale was 35,105 pounds. The actual weight as shown by subsequent weighing was 39,437 pounds. They were sold for 2¾ cents per pound, at auction, amounting to $1,084.51, of which sum Mr. McKay paid $965.40, being the price at the estimated weight, and a balance was due of $119.11, which he refused to pay?—Answer. That is the state of the case.

THEODORE JULIUS sworn and examined.

By Mr. BURLEIGH:

Question. What position do you hold in the firm of Morris, Tasker & Co.?—Answer. I am the principal salesmen of that firm. They are large dealers in boiler-tubes. Our price-list is as follows:

[Trade-mark.]

PHILADELPHIA.

In order to guard against misrepresentations, and to insure that purchasers of boiler-tubes obtain the standard article, we stamp each tube of our manufacture with registered trade-mark, as shown above.

MORRIS, TASKER & CO., (Limited.)

(Pascal Iron Works, Philadelphia; Delaware Iron Co., New Castle, Del.)

Price for extra wire-gauge or boiler tubes, away from standard.

One and one-half cents per inch for each additional number, thus:

For one number.	For two numbers.	For three numbers.
2 inch ..... 3 cents.	2 inch ..... 6 cents.	2 inch ..... 9 cents.
2¼ " ..... 3⅜ "	2¼ " ..... 6¾ "	2¼ " ..... 10⅛ "
2½ " ..... 3¾ "	2½ " ..... 7½ "	2½ " ..... 11¼ "

Beyond three numbers price is per pound; swaging or swelling 2″ or 2¼″, five cents per end extra.

Net prices for safe ends.

Size.	1	1¼	1½	1¾	2	2¼	2½	2¾	3	3¼	3½	3¾	4	4½	5	6
	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.	c.
Each end ...	.15	.15	.15	.17	.17	.19	.21	.24	.27	.30	.33	.36	.39	.43	.50	.61

July 1, 1875.—*Manufacturer's revised price-list, to take the place of all previous lists, subject to change without notice. Terms cash within thirty days.*

LAP-WELDED BOILER-TUBES.

Outside diameter.	Thickness wire-gauge.	Price per foot.	Weight per foot.
Inches.			*Pounds.*
1	.15	$0 23	0.708
1¼	.15	2c.	0.9
1½	.14	23	1.250
1¾	.13	23	1.665
2	.13	23	1.981
2¼	.13	25	2.238
2½	.12	29	2.755
2¾	.12	33	3.045
3	.12	35	3.333
3¼	.11	40	3.958
3½	.11	46	4.272
3¾	.11	53	4,590
4	.10	58	5.320
4½	.10	67	6.010
5	.9	85	7.226
6	.8	1 20	9.346
7	.8	1 60	12.435
8	.8	2 25	15.109
8	.7	.....	18.002
10	.6	.....	22.19

Maximum length 18 feet. Length in excess of maximum at special rates.

MORRIS, TASKER & CO., (Limited.)

Office: 209 South Third street, Philadelphia.
Office and warehouse: 15 Gold street, New York.
Office and warehouse: 36 Oliver street, Boston.

.10% cash discount.

The WITNESS. I will say that the price is not changed since July last.

Q. Do you not have a monopoly of the market in that kind of goods?—A. No, sir; there are six makers of those goods. There is only one other firm in Philadelphia, which is the firm of W. C. Allison & Sons. The next largest to ours are the National Tubes Works.

Q. Do they sell any less than you do?—A. No, sir; the other manufacturers are Seyfert, McManus & Co., Evans, Dalzell & Co., and Spang, Shallfant & Co., of Pittsburgh.

By Mr. HARRIS:

Q. Was there not a concern in Boston?—A. The National Tubes Works Company used to be in Boston, but they have torn down their works there and gone to McKeysport, Pennsylvania.

By MR. BURLEIGH:

Q. Are iron boiler-tubes made of the best kind of iron?—A. Ours are made of the best charcoal iron.

Q. What would the iron in the tubes be worth without regard to the value of the tubes themselves, say any day of December last?—A. I suppose the iron to make them of would be worth four cents a pound.

Q. What would good tubes be worth for old iron?—A. If they were good tubes they would be worth tube-money; that is, the price of tubes.

Q. But I mean to make over?—A. They would not require any working over. If they were to be used as old iron they would be worth scrap-price; that is, a cent a pound.

Q. Do you sell tubes 7 feet long?—A. Yes, sir; 7 feet is a very good length, especially for three-inch.

Q. And from 7 feet up to 12 feet?—A. Yes.

Q. Is there any market for 3-foot tubes?—A. It is a rare thing, but they do use them for some kinds of boilers. They would not, however, be swift to sell.

By Mr. HARRIS:

Q. Would you furnish them at these rates?—A. Yes, sir; we would furnish them six inches long if they were wanted.

PHILADELPHIA, *April* 19, 1876.

W. F. STEELE sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. Ship-plumber.

Q. Have you any partner?—A. No, sir.

Q. How long have you been in the business?—A. I have had a place here about two years or a little over, probably; but I was taking contracts before that time for about a year, or a year and a half.

Q. Are you a plumber by trade?—A. I served my time; not exactly my time, but I worked in the Brooklyn navy-yard in the plumber's shop, and picked up what I knew about plumbing in that shop.

Q. Is your father an officer of the Navy?—A. He is.

Q. What position does he hold?—A. Constructor.

Q. Did you work under him at the navy-yard?—A. At the time I was in the navy-yard, he was master carpenter, and, of course, had nothing to do with me.

Q. After leaving the navy-yard you opened a plumber-shop here?—A. After leaving the navy-yard, I come here to work for Mr. Sandgran.

Q. What is Mr. Sandgran?—A. A ship-plumber.

Q. Did you work for him as a plumber?—A. Yes, sir; after that I went to Chester for him, and had charge of a shop there, fitting up a monitor. After that I did the labor on the next monitor for Mr. Roach, and he furnished the material.

Q. Did you contract with him?—A. Yes, sir.

Q. Did you take a job here to do the work on the Quinnebaug?—A. I did.

Q. That was after you became a plumber in the city of Philadelphia?—A. Yes, sir.

Q. Do you do any plumbing except ship-plumbing?—A. Yes, sir; everything—house-plumbing, steam-fitting, &c.

Q. In that contract for the plumbing on the Quinnebaug who furnished the material?—A. I did.

Q. Did you furnish all the material that went into the Quinnebaug?—A. Not all of it.

Q. What did you furnish by the terms of your contract?—A. There was some material made up in the yard at the time my contract was dated, and I was to have all the material that was made up for that purpose.

Q. What had been made up?—A. There were scuppers, sea-cock linings, and several little things like that. It did not amount to a great deal. Hawse-pipes were made up, and, through a mistake in the yard, in some way, (and whose mistake I do not know,) the pipes were too small.

Q. Were these made up at the time you had your contract?—A. The labor was all ready for them to go in on and ready to burn together.

Q. They were in the plumber's shop?—A. Yes, sir; and I was to have them according to the contract.

Q. Where is the clause in that contract which provides that you shall have the prepared material?—A. It is not in the contract. It is in a letter which I have in my possession, and which I now hand to you.

Q. In that letter, which I observe is from Mr. Hanscom to you, and is dated January 30, 1875, concerning your offer to do the plumbing-work on the Quinnebaug for the sum of $14,000, after offering you $12,000 to do the work, he says: "The old material the Government will furnish to you to be reworked, which has accumulated from the breaking up of the light-draught monitors Koka and Minnetonka, at Wilmington, Delaware, and the Algoma and Otsego, in the works of Cramp & Sons, Philadelphia, will go toward the material used in this work, the balance to be paid in two equal payments in money, on the certificate of the naval constructor at Philadelphia, superintending the work, that the work is satisfactorily completed according to specifications which will be furnished." Do you claim that

hat clause of the letter, making a proposition to pay you $12,000, authorized you to take he incomplete new material on hand designed for that vessel?—A. Yes, sir; that was the nderstanding when I took the vessel.

Q. Is that understanding contained in any written instrument except that letter?—A. Whether it is in my offer to the Government or not, I cannot say, because I have not seen t since that time, but I think it is.

Q. Was not your contract to find all material and do all the labor on the Quinnebaug?—A. With the exception of this material, as I understand it.

Q. Did you understand that you were to take all the old material from all those old vesels for nothing?—A. No, sir; I did not.

Q. Was it not to be charged by you at its fair market-price?—A. Yes, sir.

Q. Was not that new material which you volunteered to put into the vessel to be charged o you at the fair market-price?—A. I bought that myself.

Q. You do not understand me. You say that there were certain things in the plumbing epartment partly done which were new, and which you took and finished and put on oard the Quinnebaug?—A. The way I understand it, I took material that was laid ut for this ship which was in the plumber's shop at the time, and which I was entitled to, r else I never would have accepted a bid for $12,000.

Q. You understood that you were entitled to it, and you took it, did you not?—A, No, ir; I did not take anything new, that I know of, except the hawse-pipe. The joints were olled out, and we burned them and put them in.

Q. And for that you paid nothing to the Government?—A. I consider that I paid $4,000.

Q. Answer my question directly.—A. I do not know whether I will or not. If it is going o put me in any trouble, I won't.

Q. I ask you whether or not you paid for that material to the Government.—A. I did.

Q. How?—A. By allowing them $2,000.

Q. That is not an answer to my question. You agreed to do the work for $12,000. That vas your contract, was it not?—A. Yes, sir.

Q. State whether you were not to pay or allow a fair market-price for all material furnished ou by the Government.—A. I tell you that I did allow them $2,000.

Q. That is an evasion of my question, and is not an answer. Your contract was $12,000?—A. Yes, sir.

Q. And in that contract you were to be allowed certain old material to work over at fair narket-prices?—A. Yes, sir.

Q. All material which you was to receive from the Government you were to allow a fair narket-price for?—A. I did. That is the way I understand it.

Q. But you claim now that you were entitled to take certain lead which had been cut nto form in the plumber's shop, and finish it and put it on board of the Quinnebaug, making no allowance for it. I will not permit you now to go back and say that you truck off $2,000.—A. I do not mean that. I mean another $2,000 in the Navy Department. I received one payment for one-half of the work.

Q Have you paid anything for the lead which you took in the plumber's shop?—A. $2,000.

Q. Specify exactly how you paid that.—A. I will. I went to the yard to get a payment or half of the work, which would be $6,000. Instead of getting this $6,000, I got $3,900.

Q. Who asked you anything about that?—A. You did.

Q. I am not asking you how much you have been paid on your contract. I ask you how nuch you paid for that lead.—A. I said $2,000.

Q. How much did it weigh?—A. I do not know.

Q. How many pounds were there in it?—A. I do not know and have not any idea.

Q. Did you ever weigh it?—A. No, sir.

Q. Have you any means of determining how much you are to be charged with?—A. No, ir; the lead was bunched.

Q. Have you any means of determining how much the fair market-value of that lead was which went into those hawse-pipes?—A. Yes, sir; I have.

Q. How?—A. By taking my weights from the next pipes that I put in.

Q. Have you credited the Government anywhere on your books with the weight of that lead?—A. I have not.

Q. Is there any account of it anywhere in the world that you know of?—A. I do not know whether there is or not.

Q. Did you expect at that time that that lead was to be charged to you?—A. I expected at that time when I made the allowance for the material I took, that this would be charged in with that and would be paid for by that.

Q. That is, you expected the new material would be charged to you as old?—A. I did not say that at all.

Q. When you first answered my question you stated that you understood the Government was to furnish you that without charge—that you expected to have the benefit of that work.—A. I did.

Q. What has changed your view so suddenly?—A. Nothing; it is just as it was before.

Q. You still claim that you were entitled to that property without charge?—A. Not with-

out charge, because I allowed them $2,000 for it. It would not be without charge when I paid them for it.

Q. What material do you suppose I am talking about now?—A. I suppose you are talking about material that was taken from the yard.

Q. I am talking about material that entered into those hawse-pipes. Confine your attention to that. Have you allowed for the lead which went into hawse-pipes which you found in the plumber's department? You have said that you found certain pipes cut out ready to be soldered and put on board; and that you took them and put them on board. Now state how much the weight of them was and where the Government is credited for it. —A. I cannot tell you where the weight is.

Q. Is there no record of the weight?—A. I do not know whether there is or not.

Q. Do you not know that there is not?—A. I do not to my knowledge.

Q. You did not intend to keep an account of it, did you?—A. No, sir.

Q. You did not expect to?—A. No, sir; because I concluded that it belonged to me.

Q. You took those and put them on board, did you?—A. Yes, sir.

Q. You have said they were made a little too small for the vessels?—A. Yes, sir; they were too small, and we put the lead in and had to cut it out again.

Q. You took it away, and then had to make new ones?—A. Yes, sir.

Q. And those new ones you made out of stock which you furnished and carried to the yard?—A. Yes, sir.

Q. What did you do with the first ones which you put in?—A. I think they went in scrap-lead as all such things would do.

Q. Did not you take them as yours?—A. Certainly I did.

Q. And without giving the Government credit for them?—A. Certainly.

Q. You considered them to be yours?—A. Yes, sir.

Q. Although the Government had furnished them to you and had not charged them to you, you took them out and called them yours. Is that so?—A. That is only a few dollars anyhow. It is a poor Government that cannot afford a few dollars.

Q. It is a fact, is it, that you took that lead out as yours?—A. Yes, sir: with the rest of the scrap-lead that was in there.

Q. And you took it out as yours without weight?—A. Yes, sir.

By Mr. JONES:

Q. Did not the Government furnish the lead to make the new scupper-pipes when these were taken out?—A. No, sir; I bought that outside.

Q. Were they not made up in the Government shops in the yard?—A. I cannot tell you positively whether they were or not.

Q. You do not know whether they charged it to you or not, but are you sure that you did not have the material of the Government from which to make them up?—A. I am sure of that.

By Mr. HARRIS:

Q. We have information that this was the fact, that you took two lengths and carried the material there and the work was done in the shop.—A. I took a good many things there and did the work in the shop.

Q. Did you do the work for these hawse-pipes there?—A. I cannot tell you that.

Q. Do you think you did?—A. I am not certain whether I did.

Q. But you are satisfied that you furnished the lead for these second ones?—A. Yes, sir.

By Mr. JONES:

Q. In the first place there were two made, were there?—A. There were four made.

By Mr. HARRIS:

Q. The original four were made and on hand, nearly finished, and you put them on board and afterward took them out and called them yours?—A. Yes, sir.

Q. You then furnished the material for new ones, and either made them in the Government shop, or in your own shop, and you are not certain which?—A. Yes, sir.

Q. Did the Navy employés do any work upon them?—A. No, sir.

Q. What else did the Navy furnish you which went into the plumbing job on the Quinnebaug? I am not asking about old material.—A. As I have told you before, scupper-linings, seacock-linings, &c.

Q. Were they made up?—A. Yes, sir.

Q. And you took them and used them?—A. Yes, sir.

Q. Did you allow the Government anywhere for their weight or value?—A. No, sir; I did not allow them for their weight because I never weighed them: I took them as they were ready there and used them.

Q. Nor did you allow for their value?—A. Only as I say in the $2 000 that I allowed.

Q. Whatever you did take from the Government shops as material partially prepared for the Quinnebaug and put on to her and used you made no specific allowance for, did you?—A. No, sir.

Q. You kept no account of it?—A. No, sir.

Q. You claimed that you were entitled to it without pay?—A. I did.
Q. You understood that?—A. Yes, sir.
Q. Do you remember putting in copper pipes for pumps?—A. I do.
Q. Where did you get that material?—A. That came from the yard.
Q. State where you got it.—A. I do not know exactly the spot. It was old material, ch as I claimed was to be allowed to me. It was old material that I bought there.
Q. Do you remember having two large five-inch pipes which you used for pump-pipes?— I do not know exactly what size they were. They were whatever was mentioned in the ecifications.
Q. That came out of the Government shops?—A. No, sir; it came out of the old material nocking around the yard.
Q. It was carried to your shop, repaired and straightenod?—A. Yes, sir.
Q. It was added to in length and carried on board?—A. Yes, sir.
Q. Was there anything else?—A. No, sir.
Q. You claim that you furnished that, having bought it from the Government?—A. Yes, :.
Q. Now, how is it as to what you purchased from the Government under that clause of e contract allowing you old material?—A. I purchased brass, lead, glass, putty, gum, and rt with it.
Q. You did not make any special purchase of dirt, did you?—A. No, sir; but I got a ood deal of it there that was weighed.
Q. What else did you buy of the Navy Department while you were having charge of that ork on the Quinnebaug, or at any other time?—A. That is pretty much all. There might ıve been some copper attached and things of that kind. I do not know whether there was not.
Q. Did you not buy other material at the navy-yard?—A. I do not know that I did.
Q. Have you ever purchased any material at the navy-yard except under that clause of :r. Hanscom's letter?—A. Yes, sir.
Q. What did you buy?—A. I bought pretty much the same stock. Everything was :tached together.
Q. State particularly what you purchased.—A. I bought iron, glass, gum, putty, &c., ıd probably a little copper with it.
Q. Could you work iron?—A. I can work iron, or do anything.
Q. Did you work iron into the Quinnebaug?—A. Only bolt.
Q. You were to have the old material to work over into the Quinnebaug, were you not?— . Yes, sir.
Q. Did you work iron over into the Quinnebaug?—A. I had iron worked over for her. put up temporary pump-stands in her which are to come out, and new ones are to be put ı. I had them worked so as to fit the day she was launched, because if she had not had ıose there would have been nothing there to save her from sinking. The iron for pump- :anchions I put in.
Q. That was a small amount, was it not?—A. Six or seven hundred pounds.
Q. How much iron did you buy?—A. I cannot tell you that.
Q. Do your books show?—A. No, sir.
Q. Do the Government books show?—A. I do not know whether they do or not.
Q. Did you take iron out of the navy-yard under that arrangement?—A. I took iron which 'as fast to copper or brass, but no iron by itself.
Q. Did you buy any copper?—A. I have told you that I did.
Q. How much?—A. I could not tell you how much, because there was a lot of it lying ıgether, and I bought it in a pile.
Q. From whom?—A. There was a board of survey, and they put a price on it.
Q. Who composed that board?—A. I think the store-keeper was the man who had it in ıarge, and the plumber.
Q. Name those people.—A. A couple of them I cannot name. John Coffin was the boss lumber, and he was on the survey.
Q. Somebody in the navy-yard had the supervision of that, and would probably know hat you had, would they not?—A. Everybody around the yard knows what I had.
Q. How much did you have of copper?—A. I never weighed it.
Q. How much was it in value?—A. I cannot tell you that.
Q. Do your books show?—A. No, sir; I cannot give you the weight of copper, because was all mixed up together with a whole lot of stuff that I got.
Q. How many loads?—A. Four or five, and probably more.
Q. Four or five two-horse loads?—A. I am not sure whether they were two-horse loads r one-horse loads. I know that there was a couple of two-horse loads.
Q. Of copper?—A. I did not say copper.
Q. When talking about copper I ask you about nothing else.—A. The stuff was altogether, nd I cannot tell you anything about it.
Q. You cannot tell me the weight or the value?—A. No, sir.
Q. And you cannot tell of anybody who does know either the weight or value?—A. The eople who appraised it must know that.

Q. Who are they?—A. John Coffin was one and the store-keeper in the construction department was another; I do not know his name. Who the other man was I cannot tell you; I do not know him.

Q. Was any charge made to you in the navy-yard, of this stock?—A. There was.

Q. Who kept the account of it?—A. The clerks in Mr. Hartt's office.

Q. And you say it was lumped rather than weighed?—A. Yes, sir; it was lumped.

Q. It was never weighed so far as you know?—A. No, sir.

Q. It was weighed in your shop, was not it?—A. No, sir; it was not weighed in my shop.

Q. Did it come to your shop?—A. Yes, sir; it went to my shop, and was sold there in a lump.

Q. To whom?—A. To Mr. Purves.

Q. Do you know how much you got for it?—A. I cannot tell you now.

Q. Give me as near an estimate as you can make?—A. I cannot tell you.

Q. Mr. Purves's books will show; cannot you give me an estimate?—A. $800 or $900.

Q. Is that all?—A. That is about all, as near as I can tell you.

Q. Do you swear that that is as near as you can tell me?—A. That is as near as I can tell you now.

Q. In what form was that copper?—A. It was in old sheet-copper work.

Q. Was it in any other form?—A. Pipes, &c., and things like that.

Q. Were they old pipes, or new?—A. Old pipes.

Q. Was there any pig-copper?—A. No, sir.

Q. Do you swear that there was none?—A. I will swear that there was none.

Q. Did not any copper in pigs come to your shop?—A. No, sir.

Q. Did you get any other material?—A. No, sir.

Q. Did you buy lead?—A. I bought a load of lead dross.

Q. Is that all you got?—A. To the best of my knowledge it is.

Q. Consider whether you did not get lead in pipe?—A. Yes, sir; I did.

Q. How much pipe did you get?—A. I think there were a couple of coils, all mashed up, of old lead pipe which was condemned.

Q. What size?—A. I do not know that. It went with the old scrap-lead.

Q. What else did you get; did you get pig-lead?—A. No, sir, not to my knowledge; I do not know whether I did or not.

Q. You saw it as it was brought to your shop?—A. No, sir; I did not see all there was there.

Q. Did you not see whatever came into your own possession?—A. Sometimes; I am not always there.

Q. If it came there it would be likely to remain long enough for you to see it, would it not?—A. Yes, sir; I suppose it would. I cannot say that there was any pig-lead.

Q. And you cannot say that there was not?—A. No, sir; because I do not remember now.

Q. Where was that lead weighed which you took?—A. It was not weighed; it was all in with the rest of the stuff, bunched up.

Q. Do you mean to say that you bought lead, copper, and iron in a job-lot?—A. Yes, sir; everything in a job-lot.

Q. By a survey?—A. Yes, sir.

Q. Then it was not weighed?—A. No, sir.

Q. But it was separated and carried to your shop in different parcels?—A. No, sir; was all carried there in a bunch.

Q. Do you mean to say that all the material came together mixed up?—A. Yes, sir.

Q. How many loads in all do you think you had?—A. As I have said before, four or five loads; perhaps five or six loads.

Q. All mixed up together?—A. Yes, sir.

Q. None of the material, then, which you received out of the navy-yard under this contract was sold to you by weight?—A. No, sir.

Q. You took it as a lump, according to the estimate of the board of survey?—A. Yes, sir.

Q. Did you not have other material besides the copper and the lead; did you not have zinc?—A. Not to my knowledge.

Q. Did you not have zinc in boxes?—A. Not to my knowledge.

Q. Or in blocks?—A. Not to my knowledge.

Q. Would you not know it if you did receive it?—A. I would.

Q. Did you receive tin in pigs?—A. Not to my knowledge.

Q. Bar-tin?—A. Not to my knowledge.

Q. What became of this material?—A. I sold it.

Q. Would you not know whether you sold tin or used it in your plumbing work?—A. We use it every day in our work.

Q. Did you use any which came from the navy-yard?—A. Not to my knowledge.

Q. You say that you bought putty and glass?—A. Yes, sir.

Q. Were you called upon to use putty and glass in a plumbing job?—A. No, sir; that stuff all had to be thrown away.

Q. How came you to get putty and glass?—A. It was in the old brass

Q. Do you mean putty that had been used on glass?—A. Yes, sir; it was old glass and l putty on brass; it was in deck-lights. They were old deck-lights, all bent and conmned, which I got from the breaking up of a couple of monitors; that was where the m was used also. It was gum, glass, lead, and everything else attached together.
Q. As I understand, you have stated conclusively that you bought nothing by weight, d so far as you know the material you bought was not weighed?—A. Yes; so far as the ıff coming out of the navy-yard was concerned, but the stuff that came from the break- ɾ up of the boats was all weighed.
Q. I call your attention to the material which you received from the navy-yard.—A. I ve stated altogether what I received from the navy-yard.
Q. You received all that material under and by virtue of the clause in Mr. Hanscom's ter to which you have heretofore referred?—A. No, sir; not all of it.
Q. What did you not receive under that agreement?—A. The first stuff that I spoke of out coming from the navy-yard was not mentioned in this letter at all. Some of it was, d some of it was not.
Q. What stuff have you been talking about? I have been asking you about a lot of ma- ɪial which you say you did not buy by weight, which contained copper, brass, and lead, d possibly zinc and possibly tin, together with the old glass and putty.—A. The old glass ıd putty did not belong in that lot at all.

By Mr. BURLEIGH:

Q. This stuff which you have been talking about did not belong to any vessel, did it? I ean the material which you took from the navy-yard?—A. Yes, sir; this copper pipe hich I used over again, came out of some monitors. Some of that copper pipe was marked r one of those vessels, and I am not certain which.
Q. Was the copper pipe allowed you on this contract?—A. Yes, sir; it was old material r plumbing.

By Mr. HARRIS:

Q. All the material which you have mentioned, consisting of the five or six loads which ent out of the yard, you received, did you not, under Mr. Hanscom's proposition to you at you should have the benefit of the old material?—A. If you will allow me to tell it in y own way——
Q. Answer my question. Was it or not received under that arrangement with Mr. Hans- ɔm?—A. No, sir; I got that from the navy-yard from the board of survey that was held to ılue it.
Q. Then you bought it at a separate purchase?—A. Yes, sir.
Q. It had nothing to do with your contract upon the Quinnebaug?—A. No, sir, except hat pipe was in it. Anything marked for those boats mentioned there, I claimed belonged ı me.
Q. And you claimed that you were not to pay for it, and did not pay for it?—A. I did pay r it.
Q. You claimed that it was like the hawse-pipe—that it was prepared for monitors, and ɔu were entitled to it, as you understood, without any allowance?—A. Yes, sir; but at e same time I did pay for it.
Q. Do you know how much all these four or five horse-loads cost you?—A. It cost me ıout $600, I think.
Q. And I understand that you sold the copper for about $900?—A. You do not under- and me anything of the kind.
Q. You took that stuff at $600, upon the estimate of the board of survey?—A. Yes, sir.
Q. What other materials did you get from the Navy?—A. Nothing more that I know of.
Q. Did you receive material from the ships which were broken up, which are mentioned your letter?—A. I did.
Q. What did you receive from them?—A. As I told you before glass, gum, lead, putty, ıd all this stuff attached.
Q. What else?—A. Nothing else.
Q. You mean to say that you did not receive anything but glass, putty, and gum?—A. mean to say that I received brass.
Q. Then you bought brass?—A. Yes, sir.
Q. How much in quantity, calculating everything, glass, putty, brass, and everything se?—A. Including everything, glass, putty, brass, and everything else, about a hundred ousand pounds.
Q. Where was that taken?—A. From Cramp & Son, and Harlan & Hollingsworth. It d not come out of the navy-yard.
Q. Was any weight taken of that?—A. Yes, sir; it is on record in the Department by onstructor Steele, my father.
Q. Who took the weight?—A. His clerks. They were taken at Cramp & Sons, and arlan & Hollingsworth.
Q. Do you say that that material was mixed brass, copper, and lead, &c.?—A. Yes, sir; l weighed together.

Q. Do you know how much you allowed a pound for the mixture?—A. I do not; I allowed $2,000 for the whole lot; that is where the $2,000 comes off from the contract; I have a copy of the record of this material.

Q. From where?—A. From my father's office.

Q. Who fixed the value of that material?—A. That was fixed by Mr. Steele, Mr. Hartt, and myself.

Q. I observed that it was 103,949 pounds. What did you say you allowed for the whole of it?—A. $2,000.

Q. That would be about 2 cents a pound, would it not?—A. I do not know whether it was 2 cents a pound or not.

Q. It would be about that amount, would it not?—A. I never figured it up.

Q. A. hundred thousand pounds at 2 cents a pound would be $2,000, would it not?—A. Yes, sir.

Q. And it consisted of brass, lead, iron, putty, glass, and gum; what proportional amount was brass and lead?—A. I cannot tell you.

Q. Give me some estimate.—A. I cannot give you any estimate.

Q. Was it half brass and lead?—A. I do not know whether it was half brass and lead, or not. There was very little lead in it.

Q. Was it mostly brass?—A. It was mostly brass, more brass than lead.

Q. What article in the whole compound would be the largest in proportion?—A. I am not certain whether it would be brass or lead. I think it would be pretty nearly even between the two.

Q. Those two articles made the greatest weight, did they not?—A. Yes, sir.

Q. I understood you to say that you had some 600 pounds of iron in all?—A. That is, in this lot.

Q. Was there no more iron than that?—A. I do not know whether there was or not; there was iron in the other lot.

Q. Was there much iron in that lot?—A. There was considerable old wrought and cast iron; some of it was worth half a cent a pound.

Q. Do you know whether there was a large or a small quantity?—A. There was considerable of it.

Q. Was there a thousand pounds?—A. I cannot tell you the weight.

Q. Was there a ton in all?—A. I do not know whether there was or not.

Q. Where did this material go to?—A. That was sold to Purves.

Q. Did you sell the whole mass to Purves?—A. Yes, sir.

Q. How much did you get for it?—A. I cannot tell you.

Q. Have you any means in your possession that will enable you to inform this committee?—A. Not now.

Q. Do you mean to say that you have not in your possession the record which would enable you to ascertain?—A. No, sir; not unless I should go to Mr. Purvis and ask him how much it was.

Q. Do not your own books show?—A. No, sir; that is outside of my own business, and I never kept it on my books.

Q. That is you bought a quantity of material for which you allowed $2,000; you sold it to Purves & Co., and you have no idea what you got for it?—A. I mean to say that to-day I cannot tell you.

Q. Can you tell me within $1,000 of how much you received?—A. No, sir; I cannot.

Q. Can you tell within $3,000?—A. Yes, I guess I can.

Q. Do so.—A. I may have got $4,000 or $5,000 for it.

Q. Will you swear that you did not get $7,000?—A. I would not swear anything of the kind.

Q. Will you swear that you did not get $10,000?—A. I would not swear to anything of the kind.

Q. Will you swear that you did not get $20,000?—A. I would not swear to anything of the kind—O, I thought you asked whether I did get that amount. I will certainly swear that I did not get $20,000 for it.

Q. Will you go back now and say that you did not get $10,000 for the whole thing?—A. That is a pretty fine way of getting at it, isn't it?

Q. Will you swear that you did not get $10,000 for it?—A. No, sir; I won't swear anything of the kind.

Q. You have stated that lead and brass, in your judgment, composed more than half the amount of that material?—A. Yes, sir; together the two were larger in amount than anything else.

By Mr. BURLEIGH:

Q. How much larger than anything else?—A. I cannot tell you that.

Q. Would the old lead and brass have composed three-fourths of the stuff?—A. I cannot tell you, it has been so long ago.

Q. Was the lead and the brass equally divided?—A. I cannot tell you whether it was or not. It was pretty nearly.

By Mr. HARRIS:

Q. Do you think that the two together made more than half the weight?—A. Yes, sir.

Q. What was old brass worth at that time, per pound?—A. It was according to the qual-y; this was a very bad quality of brass.

Q. Does the Government ever have any bad quality of brass?—A. Yes, sir; they did on hese boats. There never was any good quality of brass on them; they were built during he war when it was almost impossible to get good brass.

Q. What was brass such as that worth in the market?—A. Probably 10 or 10½ cents, or ear that neighborhood, the day it was sold.

Q. Was it not worth 15 cents?—A. No, sir: that brass was not.

Q. What was the lead worth?—A. Lead at that time probably was worth about 5½ cents; o-day it is only worth 6 cents.

Q. If your brass was worth only 10 cents, and you had one-fourth of the whole weight n brass, that would bring you $2,500, would it not?—A. You must take into consideration he hauling, handling, sorting, &c. It cost considerable to bring it from Wilmington.

Q. If you had 2,500 pounds of lead, at 5½ cents a pound, you would have another $1,250. Now state if you did not get more than $5,000 for that material.—A. I tell you I cannot ay that, because I do not know.

Q. Will you swear that you did not get more than $5,000 for it?—A. I won't swear anyhing about it, because I can ascertain exactly and tell you.

Q. You have just said that you could not ascertain—that you had no books.—A. I say can get it from Mr. Purves.

Q. That material which you took was estimated by your father, by Mr. Edward Hartt, nd by yourself?—A. Yes, sir.

Q. Without your ever having spent anything upon it, except for its transportation, you old it for cash to Purves & Company for a sum of money which you will not swear was ot $7,000. Is that the form in which you put your statement?—A. That is, as far as the irst part of it is concerned.

Q. How much did it cost you to transport it from Wilmington?—A. I cannot tell you hat either.

Q. State how much, within $100.—A. I cannot tell you that.

Q. Did it cost you $200?—A. I do not know whether it did or not, probably more, and robably less.

Q. And all you did, then, was to hand it over to Purves & Co.?—A. Yes, sir; after taking it to my place and sorting and cleaning it.

Q. You claim that the $2,000 allowance for that old material was paying the Government or what?—A. For the old material.

Q. You claimed that it was making an allowance to the Government on your contract.—A. I say that it was a way of paying the $2,000. I made an allowance deducting it from ny money which I was to get from the Government.

Q. The Government charged you with that on your contract-price. That was all, was t not. It charged you with that as so much money paid you on your $12,000 contract?—Yes, sir.

Q. How was it with the $600, which you allowed for the old material in the yard?—A. That was also deducted.

Q. Have you been paid the balance?—A. I have been paid one-half.

Q. How much does the Government now owe you?—A. The Government now owes me, or will, when the ship is completed, in the neighborhood of $5,600.

Q. How much has the Government already paid you?—A. Three thousand and nine hunlred dollars in cash, I think, or somewhere in that neighborhood.

Q. You have received the old material valued at $2,000?—A. Yes, sir.

Q. Also the old material in the navy-yard at $600?—A. Some of that is not paid yet; some of it is standing in the books against this other claim; some of it has not come out f the Treasury; some of this material that I did not allow on the first matter is standing n the books against me. It has not come into my account yet.

Q. You have received $2,000 worth of material from the old boats?—A. Yes, sir.

Q. Which you recognized as a payment on your contract?—A. Yes, sir.

Q. You have received $600 of old material from the navy-yard, which you recognize as a ayment toward your contract, or something to be charged to you on the contract?—A. Yes, r; it is to be charged to me, but not in the contract.

Q. How, if not in your contract?—A. I do not understand you.

Q. All the material which you have received from the Government, either from the navyard or from Wilmington, you recognize as an offset to your contract-price, do you not?

The WITNESS. Do you mean for me to deduct that from my contract? I understand hat.

Q. How much cash have you received?—A. Thirty-nine hundred dollars.

Q. And the balance is due you when the contract is completed?—A. Yes, sir.

Q. I notice that your specification differs entirely from the specification which was furished to other people to bid on for the plumbing on the Quinnebaug; state how that ocurred?—A. When this *specification* came to me, I observed that lead was mentioned as

three-eighths of an inch in thickness. Having worked in the navy-yard, and having done navy business and seen it done all my life, I thought it was a little too heavy, and heavier than I had generally seen it around the Brooklyn yard. I reduced it to the weight which is seen in that specification of mine.

Q. Did you make out your specification?—A. I reduced the figures from the original specification, and submitted it to the Department with my bid which they accepted.

Q. Did you make an offer upon the specification as originally drawn by the Department?—A. No, sir; I did not.

Q. The Department put out this specification and asked for bidders with material three-eighths of an inch thick. Did you make an offer to comply with that specification?—A. I did not.

Q. Why?—A. Because I did not think it was necessary; I thought the material was too heavy.

Q. What had you to do with that? Why did you not bid on it as it was?—A. I was not compelled to do that.

Q. Whom did you consult with about altering it and making an entirely new proposition to the Department?—A. Nobody.

Q. Did you not consult with any one connected with the Navy?—A. No, sir.

Q. Did you have any correspondence with the Department on the subject?—A. Not except what you have seen.

Q. Where is your offer?—A. It is in Washington; I have not got a copy of it.

Q. Did you write more than one letter?—A. I cannot say whether I did or not.

Q. Did you see any person connected with the Department?—A. Before any specification was given out, I did. I went to my father and asked him about it. Before any specification was made or anything of the kind, I asked him if I could not get this work. He said, I do not know, you will have to try; we cannot do it in the yard on account of everything being upside down.

Q. Did he give you any advice about it?—A. He told me to go for it if I could get it.

Q. Did he do anything to help you get it?—A. He did.

Q. What did he do?—A. He was the man who asked if the work was to be given out. I asked father if that work was to be given out, and he went to Washington, and in Washington, transacting business, he asked the chief, Mr. Hanscom, about it. Mr. Hanscom told him to tell Mr. Feester, who was then the assistant naval constructor in the Philadelphia navy-yard, and who is now in Brooklyn, to get up a set of specifications, give them to the plumbers in the city and let them bid on them.

Q. That was the first set of specifications?—A. Yes, sir; then when I got mine I reduced them.

Q. Did you not know that the original specification required ⅜-inch material?—A. Yes, sir; the specifications came to me.

Q. Did you not know that they were to be ⅜-inch?—A. I only know from what I got. I looked at the specification, considered it too heavy, reduced it, and submitted my own.

Q. Why should not somebody else connected with the Department have found that out before you?—A. I had nothing to do with the Navy Department.

Q. Do you know why that specification called for such heavy material?—A. No, sir; I do not.

Q. You know the effect of it was to put every other plumber in the city of Philadelphia to bidding on a contract for ⅜-inch thick material?—A. I do not know anything about that. I do not know what they bid on.

Q. Do you not know that the specification handed to every plumber in the city of Philadelphia required them to estimate upon material ⅜ of an inch thick?—A. If they bid on those specifications it was all right.

Q. At whose suggestion did you made that subsequent change in the specification?—A. My own.

Q. Do you say that you had no conference with anybody?—A. I had not.

Q. Who has charge of the inspection of old material at Harlan & Hollingsworth's—I mean the old material which came into your custody?—A. I do not know; I know it comes through father.

Q. Is not he the inspector?—A. He is inspector of breaking up the vessels.

Q. Would not he then inspect all old material?—A. I suppose that he would.

Q. At whose suggestion was that clause put into your contract?—A. I asked about that myself.

Q. Whom did you ask?—A. I spoke to him about it.

Q. You asked your father?—A. Yes, sir.

Q. Was there any other contractor or plumber in the city of Philadelphia who had a similar offer made to him?—A. I do not know whether there was or not.

Q. Did any other plumber in the city of Philadelphia know, so far as you were informed, that such an advantage would be offered to him if he took the job?—A. I do not know whether he did or not: I do not know anything about it.

Q. That was known to you alone, was it not?—A. So far as I know. I do not know whether they knew it or not.

Q. Have you any belief that any of them had a similar advantage?—A. I never thought it at all.

Q. That letter from Mr. Hanscom, dated January 30, 1875, was written in response to ɔur offer?—A. Yes, sir.

Q. Did your offer contain a proposition to take old material?—A. I do not know whether did or not. I have not seen the offer for so long I do not know anything about it now.

Q. Did you not make the offer with the distinct understanding that you were to have this d material?—A. I have said that I have not seen the offer for so long that I have forgotten ıtirely how it was worded.

Q. Would you have accepted the proposition of $12,000 therein contained without that ovision concerning the old material?—A. No, sir; I would not.

Q. In your opinion, was not that old material worth the difference between your offer of 4,000 and the offer of the other firm in this city at $22,000?—A. There was one offer of ,000, I heard afterward, indirectly, but I did not see that.

Q. Who told you that?—A. One of the plumbers who worked for me told me that he ɜard a man named Joins had bid for $7,000.

Q. Then yours was not the lowest bid?—A. From what he said, it was not. This man now in Europe. I have no absolute knowledge on this subject.

Q. State whether or not the advantage of the old material which you had did not make to ɔu a difference equal to the difference between $14,000 and $22,000, which was the next ghest bid above you?—A. I only got $12,000.

Q. Your offer was $14,000, was it not?—A. Yes, sir.

Q. I will then put it at $12,000. Was not that worth $10,000 for you?—A. I cannot ll you that.

Q. Will you swear that it was not worth $10,000 to you, net?—A. I won't swear anying of the kind.

By Mr. JONES:

Q. Did I not understand you to say that you were to have all the work that was comenced in the plumber's shop—that all such work as was intended for the Quinnebaug was be turned over to you?—A. That was my understanding.

Q. Did you state that in your proposition to do this contract?—A. Whether I did or not I ınnot say, because I have not a copy of the offer.

Q. Did I not understand you to say that that did not amount to much?—A. It was very ıtle.

Q. How much do you say it amounted to?—A. I never figured on it at all.

Q. Make an estimate.—A. It would not amount to $125, I do not think.

Q. You ascertained that the house-pipes which were made in the plumber's shop in the ırd for the Quinnebaug were not fit to be used, when you came to pu them in?—A. Yes, r.

Q. You cut them out?—A. Yes, sir.

Q. That material, I understand, you carried away with your carts?—A. I did.

Q. Did you not make the other two articles at the shop, the Government furnishing the ıaterial?—A. No, sir: the Government furnished no material for those things, after took them out; I furnished it myself.

Q. I understood you to say you bought no pig-tin from the Government?—A. Not to my nowledge.

Q. Did you not get any material from the yard which was used for galvanizing purposes?—A. I got dross, as I told you before.

Q. I ask you if you got from the Government any material that they used for galvanizıg?—A. I got some old dross.

Q. I am not asking you about that; I ask you if you got any material from the Governıent at the navy-yard that they used for galvanizing?—A. I did.

Q. How much?—A. I could not tell you that, either.

Q. How much do you think you got?—A. I cannot tell you.

Q. Was it one, two, three, or four loads?—A. Probably it was one or two loads; I canot tell exactly.

Q. Whom did you sell that to?—A. All that stuff that I got went to Purves.

Q. Were hose two-horse loads?—A. I don't know whether they were or not; I think ey were.

Q. Did you not have a large lot of composition in this lot of stuff that you say was sold you by this board of survey?—A. As I have said before, there was a lot of brass, &c.

Q. And composition?—A. Composition is brass; it is the same thing.

Q. Were there three or four loads of that?—A. No, sir; there were only four or five loads together.

Q. Were there not half a dozen altogether?—A. Probably there were.

Q. How many loads should you think there were of composition?—A. There was no ear composition at all; it was all mixed up with other stuff.

Q. How many loads did you get from the Navy Department, which was sold to you by ıis board of survey?—A. Probably five or six loads.

Q. What did they consist of?—A. Dross, copper, lead, brass, zinc, and there was probably some iron attached to it.

By Mr. BURLEIGH:

Q. Did you not get copper pumps out of that lot?—A. No, sir; not to my knowledge.
Q. Did you not get any composition pumps out of that lot?—A. Yes, sir.
Q. How many?—A. I don't know.
Q. What would they weigh apiece?—A. Sixty pounds.
Q. State whether there were not several tons of composition in this lot of stuff, which you received from the yard, bought at the valuation placed upon it by that board of survey.—A. No, sir, there was not; I do not think there were over several tons altogether. It made a big bulk, but there was not much weight in it.

By Mr. JONES:

Q. Did not you or your men go around in the cellars, in the stores, and in the lofts of the buildings there, and collect this copper, composition, brass, and lead, put it upon the pavement, or in front of the buildings, and afterward put it into the carts?—A. My men did the transportation and the hauling of it.
Q. Did they put it in the carts and haul it away without being weighed?—A. The stuff was all there, and it was all condemned material.
Q. Did not they do that outside of this pile of stuff that was sold to you by the board of survey?—A. No, sir; this was the stuff sold to me by the board of survey. May be my men chucked it into a heap at the time the board of survey was held upon it.
Q. Was not there any picked up and added to it after that board was held?—A. No, sir; there was a board of survey on everything I got.
Q. Whom did I understand you bought this stuff from, or where did it come from? I refer to the material which you bought at the time your father, Mr. Hartt, and yourself made a bargain with reference to material?—A. Cramp & Sons, and Harlan & Hollingsworth. That was weighed.
Q. Where was it weighed?—A. At Cramp & Sons', and Harlan & Hollingworth's, by Government weighers.
Q. What time did you buy this stuff which came from Cramp & Sons, and Harlan & Hollingsworth?—A. It must have been four or five or six months ago.
Q. What month?—A. I cannot tell you that; I do not remember it; I think it was in cold weather.
Q. By whose orders was this stuff sold to you?—A. By the order contained in that letter where the stuff is mentioned.
Q. I understand that letter gives you the privilege of using the old material?—A. That is the same thing. If the material is not fit to use I have a right to sell it.
Q. By whose orders did you buy that material?—A. I had no orders to buy it, except what are stated in the letter.
Q. By whom was it sold to you?—A. The stuff was delivered to me; Messrs Hartt and Steele made the survey on it, and I paid so much money for it.
Q. You, and Mr. Hartt, and Mr. Steele agreed on the price you were to pay, and that is the way you got that stuff?—A. Yes, sir.
Q. How old are you?—A. I will be twenty-four in September.

By Mr. HARRIS:

Q. State whether or not you worked and put into that ship any of the material which you received under that arrangement.—A. I did some of it, copper pipe, &c.
Q. Anything else?—A. There may have been some other things; there may have been a couple of pump-chains, or something like that.

By Mr. BURLEIGH:

Q. What was the amount of your contract?—A. $12,000.
Q. On that you have received how much in cash?—A. $3,900.
Q. What else have you received?—A. Old material.
Q. You have received 102,000 pounds of old material, according to the survey, have you not?—A. Yes, sir; I have received that, and that has been deducted from my contract.
Q. You have received, therefore, so much cash, and had 102,000 pounds of brass, lead, &c.?—A. Yes, sir.
Q. You have also received these six horse-loads from the navy-yard of lead pipe, copper pipe, and some copper, brass, and zinc?—A. Yes, sir.
Q. How much does the Department owe you now?—A. I should say, when my contract was completed, $5,600 or $5,700.
Q. After receiving that, your account with the Department will be square on that contract?—A. Yes, sir.
Q. When you made your specifications, who presented them to the Department?—A. I think they were sent by me; I am not positive about it.
Q. Did you go there yourself?—A. I was there several times; I go to Washington very often.

Q. Did your father go there with you?—A. He has been there with me several times.

Q. In regard to this contract?—A. Not personally in regard to that.

Q. But he was there about that time?—A. Yes, sir; transacting business of his own.

Q. He consulted and you consulted with Mr. Hanscom in regard to this?—A. He was the one who introduced me to Mr. Hanscom.

Q. Your father consulted with him in regard to this contract, did he not?—A. I don't know whether he did or not; not in my presence.

Q. What other advantages did you get from the Government on this contract?—A. No other advantages, that I know of.

Q. You had the material out of four different vessels?—A. Yes, sir.

Q. Those vessels had not been used a great deal, had they?—A. They were rotten; I don't know whether they had been used or not.

Q. The lead pipe was not rotten?—A. There was no lead pipe in monitors, or not enough to speak of; I don't believe there is forty feet of lead pipe in a monitor.

Q. There was brass and copper in each of them?—A. Yes, sir.

Q. They were all provided with water-closets and dead-lights?—A. Yes, sir.

Q. House-pipes and scuppers?—A. No, sir, not in monitors; all those things are below water.

Q. What did this 100,000 pounds come out of?—A. Magazines; it was magazine lead, dead-lights, water-closets; that was about all.

Q. And out of those four vessels there was enough to amount to 100,000 pounds?—A. Yes, sir, with the glass and everything else.

Q. What did you do with the composition pumps that you got out of the yard?—A. Some of them were broken up; they were sold with the rest of the material.

Q. Were there any pumps in that stuff you got out of the monitors?—A. No, sir; there may have been some pump-chambers.

Q. Were they got out whole, or was there a necessity for destroying them?—A. They all came apart. The chamber was the only part about them that was composition. Probably I got a couple of those that were fit to use.

Q. There were how many?—A. I cannot tell you that.

Q. Out of the whole four vessels there were how many pumps—a half dozen each?—A. Those vessels have steam-pumps. There is no chance to use hand-pumps.

Q. Would not there be two or three on each of them?—A. There might have been a couple on each.

Q. Did you furnish pumps on your contract?—A. Yes, sir.

Q. Did you use any of those old pumps?—A. I think I did.

Q. Out of the whole of those pumps did you not get enough for those new ones?—A. Of the main pumps I did—the chambers.

Q. Those pumps were sold to you in the 102,000 pounds lot, were they not?—A. Yes, sir; I believe they were.

By Mr. HARRIS:

Q. You have stated that, for certain articles which you got out of the navy-yard, you received $900. Did you sell all you took from the navy-yard to Purves & Co. for $900?—A. I don't know whether I sold all at that time or not. I may have sold some afterward.

Q. Can you tell how much you received in all?—A. No, sir; for I have no account of it.

By Mr. JONES:

Q. Did you sell all this stuff which you received from Cramp & Sons and Harlan & Hollingworth, and from the navy-yard, to Purves & Sons?—A. Yes, sir.

Q. That is the stuff you did not use?—A. Yes, sir. All the old material that I had that I did not use I sold to him.

By the CHAIRMAN:

Q. Do you identify the letter which you have furnished to the committee, marked copy, and addressed to E. Hartt, U. S. N., navy-yard, Philadelphia, as a copy taken from the books of your father's office?—A. I asked him for a copy, and he gave me that the other day. That is all I know about it.

Q. Is the original signed by your father?—A. Yes, sir.

Q. The copy, however, is not signed?—A. No, sir; it is a pencil copy. It is as follows:

"429 WALNUT ST., *Phila.*, *Nov.* 8, 1875.

"SIR: I have delivered to Mr. W. Fleet Steele, ship-plumber of this city, old material, consisting of brass, lead, iron, putty, glass, and gum attached, amounting in all to 102,949 lbs., from the monitors and torpedo-boats Koka, Minnetonka, Algoma, and Otsego, broken up by the Harlan and Hollingsworth Co. at Wilmington, Del., and Mr. Cramp and Sons of this city.

"Very respectfully, your obedient servant,

"_____ _____

"*Naval Constructor*, U. S. N.

"N. C. E. HARTT, *U. S. N.*,

"*Navy-Yard, Phila.*"

The letter from Mr. Hanscom to me, heretofore referred to in my testimony, is as follows:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*August* 11, 1871.

"SIR: Referring to your offer of the 6th instant to do all the plumbing-work on the Quinnebaug for the sum of $14,000, the bureau considers it too high, and proposes to you that you shall do all the necessary plumbing-work, that is to say, furnish all necessary ship's water-closets, urinals, with tanks, cocks, valves, waste-pipes, and other lead pipes connecting the same, also the lining of the head and mangers with head-pumps, all the necessary drills; also lining the bowsprit-bed, house-pipes, galley-bed, ship's scuppers, air-ports, rudder-case, chocks, magazines, shell-rooms, passages, light-boxes, boat-ammunition room, sail-room, bread-room, pantry, and furnishing sea-cocks, channel-pumps, deck-pumps, bilge-pumps, fresh-water pumps, copper strainers, sounding-pipes, sills, &c. And, in consideration of your doing the work as above set forth, the bureau agrees to pay the sum of $12,000. The old material the Government will furnish to you to be reworked, which have accumulated from the breaking up of the light-draught monitors Koka and Minnetonka, at Wilmington, Delaware, and the Algoma and Otsego, at the works of Cramp & Sons, Philadelphia, will go toward the material used in this work. The balance to be paid by two equal payments in money, on the certificate of the naval constructor superintending the work that the work is satisfactorily completed according to specifications, which will be furnished. Please notify the bureau in writing of your acceptance of this proposition.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"W. FLEET STEELE, Esq.,
"*Philadelphia, Pa.*"

CHARLES M. SANDGRAN sworn and examined.

By the CHAIRMAN:

Question. Have you had any connection with the Government navy-yard in this city?—Answer. I have not.

Q. Have you been in the employ of any of the contractors for the removal of property from the old yard?—A. No, sir.

Q. Do you know anything about the unlawful removal of any property, such as lead, copper, or any material of that kind?—A. Not of my own knowledge.

Q. Have you any information upon that subject, the sources of which are available to this committee?—A. I have not anything that would be considered evidence; I have heard of some things being taken from the navy-yard, but of my own knowledge I know nothing.

Q. Do you know of any lead having been taken from the Quinnebang?—A. I do not.

Q. All, then, that you know, or pretend to know, is simply hearsay?—A. Yes, sir; in reference to that matter, or in reference to anything being taken out of the navy-yard. I know that my firm, consisting of my brother and myself, were called on by a Government officer to give specifications for the plumbing-work on the Quinnebaug, and did so. We found afterward either that the specifications were given to us as a blind, or that the person who got the contract did not comply with the specification by a very considerable.

Q. Do you remember the amount of your estimate?—A. I think it was about $22,000.

Q. Do you remember the officer who submitted those specifications to you?—A. I do; it was Mr. Joseph Feaster, who is now, I believe, naval constructor, and who was at that time foreman at the Philadelphia navy-yard, carpenter's department.

Q. Do you say that the party who is doing the work must have had different specifications from those submitted to you?—A. He must, or else he has been let off with more than half of what the specifications would have compelled me to furnish.

Q. Looking to what the the present contractor is doing or has done, if you had had the contract which he is apparently performing, what would you have done it for?—A. I would have done it for about $10,000 if the specifications had been awarded according to the material which had been furnished, owing to the consequent reduction in labor and material necessary to fasten together.

Q. What is the name of the contractor who is now doing the work?—A. Steele.

Q. Is he a son of Constructor Steele?—A. Yes, sir; Mr. Steele the constructor was formerly inspector of iron-clads at this port.

Q. That, then, is the extent of your knowledge in regard to the management of affairs at the navy-yard?—A. Yes, sir. I do not know anything about what transpired in the

rd,-and do not attend to the out-door business of our establishment. We have done work in the navy-yard, nor have we had any connection with any work to be done ere.

By Mr. HARRIS:

Q. How do you know that the work is not being done according to the specifications ven to you?—A. My brother and one of my workmen have been on board the vessel, d have brought specimens of the lead which has been furnished.

Q. Have you been there?—A. No, sir.

Q. Do you know anything about it?—A. No, sir.

Q. Why do you testify, then, as if you knew all about it?—A. I am not doing so. I stify that specimens of the lead which have been brought from the ship are such as ave stated.

Q. You have not seen any of the work that they are doing?—A. No, sir; but I have en some of the material.

Q. You have not seen any of the work yourself, however?—A. No, sir.

Q. But you have seen some specimens of sheet-lead which have been brought to you your brother, and from his story, and judging from the sheet-lead which you have en, you consider yourself able to make this statement?—A. That is so, sir.

Q. Would you consider your statement, under those circumstances, to be reliable? ould you be willing to take another man's statement under such circumstances?—A. , sir; I would not.

Q. Do you consider your testimony, given under those circumstances, such that we n absolutely rely upon it?—A. No, sir; it is not such testimony as would be taken a court of justice.

Q. You say you think you could have done what you offered to do at $22,000 for 0,000 from some sheet-lead which you have seen and the statement made by your other?—A. Yes, sir; and the statements made by parties.

Q. Do you know, of your own knowledge, that the contractor is not doing the work actly as you agreed to?—A. I could not swear to it.

Q. Then you do not know it, do you?—A. I cannot say that I know it; that is to y, I cannot say that I know it legally, but morally I do know it.

Q. How can you morally know it when you have not seen it?—A. Because I have e evidence of persons who have seen it, whose word is reliable.

PHILADELPHIA, *April* 5, 1876.

GEORGE M. SANDGRAN sworn and examined.

By the CHAIRMAN:

Question. Did you make an estimate of plumber's work for the Quinnebaug?—swer. I did.

Q. Have you a copy thereof?—A. I have. [Producing same and handing same to airman.]

Q. Who made the estimate upon these specifications?—A. Myself and my brother.

Q. Which did it?—A. My brother did the writing, and we both did the ciphering.

Q. You offered to do the plumbing on this vessel for how much?—A. $22,000.

Q. Do you know how much the man who got it took it for?—A. I have understood at he took it for $12,000.

Q. Since the work has been progressing, have you been upon the Quinnebaug?—A. ave, several times.

Q. Is she finished?—A. No, sir.

Q. What portion of the plumbing-work for that vessel has been already done?—A. lo not think there is more than one-fourth of the work done.

Q. Under this contract, or these specifications, were you to furnish all material?—Yes, sir.

Q. From observation, how much chance have you had to see work which has been ne?—A. I have been on board several times as the work has progressed, expressly to e how the work has been done, and if the material used was in accordance with those ecifications.

Q. Is there an officer there inspecting the work as it progresses?—A. None that I ow of; everybody states that there has been no inspector there.

Q. State from your own observation wherein, if in any respect, the work being ne differs from the work required by this specification?—A. In the first place, the wsprit lead is only one-third of the weight of metal called for in those specifications.

Q. What was the size of metal to be put on?—A. Three-eighths of an inch thick, eighing about 24 pounds to the foot.

Q. What is the size or thickness being put on?—A. It is what we call 8-pound lead, e-third the thickness; that is the size which has been used. [Exhibiting specimen.]

Q. Where did you obtain that specimen?—A. I brought it from my shop.

Q. You did not get it, then, from the vessel?—A. No, sir; but it is a *fac simile* of what is used on board the vessel.

Q. Have you the three-eighth metal?—A. Yes, sir; that is it. [Producing specimen.]

Q. How do you know that that lead is used? [Referring to first specimen.]—A. Because I went there and saw it.

Q. How much lead of the lighter kind would it take to use on that vessel?—A. Just the same number of feet.

Q. What other parts have you observed which are not well done, in your estimation?—A. The hawse-pipes; they are made out of twelve-pound lead; they ought to be three-eighths thick, weighing about 24 pounds to a square foot.

Q. Have you seen them in?—A. Yes, sir.

Q. What else have you seen that you say is not rightly done?—A. The scuppers; those are made of twelve-pound lead; that is, twelve pounds to a square foot—three-sixteenths, a little full. The three-eighths lead, called for by the specification, is 24 pounds to a square foot.

Q. What other points have you noticed?—A. The side lights. The specifications do not say how thick they are to be. There is a good deal of other work done on board the vessel which I have not seen.

Q. Are there any other things to which you can call the attention of the committee, which differ from the specifications upon which you figured?—A. There is nothing that I can say of my own knowledge. I went aboard the ship several times, and was finally invited to stay away. I being a stranger, they probably thought I had no business there.

Q. Your object was to see whether or not they were doing the work as your specifications required you to do it?—A. My main object was to see how he could afford to do that work for $12,000, which would have cost me $18,000 or $19,000 to furnish the material.

Q. Do you think that the specifications given to you required more material than was necessary for good workmanship?—A. I think the material, in my judgment, might have been used a little lighter, and it would not have been any disadvantage to the vessel or to the Government.

Q. From whom did you get the specifications?—A. Mr. Joseph Feaster brought them to my place of business.

Q. By what authority did he bring them to you?—A. He said that he was sent there by the officers of the navy-yard; he was foreman at that time, I believe.

Q. I have before me a proposition said to have been made by Mr. Steele, which I will read to you. [The proposition was here read.] Having heard me read that offer of Mr. Steele's, what would you say that you could have done, the same work for?—A. I could not reply to that unless I went into a calculation upon the subject.

Q. What do you think you could have done it for and complied with his specification?—A. He takes off one-third of the material and fully one-third of the labor. I could have done it very readily for $11,000 or $12,000 and been satisfied and made a living profit out of it.

Q. So far as you have observed, and so far as you have heard, has he complied with his own specifications in doing that work?—A. I do not think he has, for this reason: There is not a particle of his work that is nailed or properly fastened, or was not yesterday.

Q. Is the work done?—A. No, sir; but it is done so far as this part is concerned. The bowsprit is the only piece of work that has any nails in it; I know the scuppers have not.

Q. I will read to you a portion of Mr. Steele's proposition:

"In consideration of your doing the work above set forth, the bureau agrees to pay the sum of $12,000. The old material the Government will furnish you to be reworked, which has accumulated from the breaking up of the light-draught monitors Koska and Minnetonka, at Wilmington, Del. The Algoma and the Otsego, at the works of Cramp & Sons, Philadelphia, will go toward the material used in the work, the balance to be paid in two equal payments in money on the certificate of the naval constructor superintending that the work is satisfactorily completed according to the specifications which will be furnished."

Q. Do you work up old material?—A. Frequently.

Q. Would there have been any advantage to you in so doing?—A. I think the old material from these monitors whose names you have mentioned would have been enough to pay the bill; I should judge so.

Q. Would you have considered it any advantage to your contract if you could have had the opportunity to have worked up the old material from these monitors?—A. I should. If I could have got the old material which that document allowed Mr. Steel to have the use of, I could have made a very pretty thing out of the contract.

Q. But this material had to be charged to him?—A. It does not seem so. I under-

tand that he gets $12,000 and the old material. The specifications submitted to me re similar in order and general terms to the specifications submitted to Mr. Steel, but he specifications submitted to me required a greater weight of material.

By Mr. BURLEIGH:

Q. I think you said that the lead put on the bowsprit by Mr. Steel was not so heavy s that named in his contract?—A. I did.

Q. The specifications sent to you required 24-pound lead to the foot?—A. Yes, sir.

Q. But Steel has not put the lead even of the thickness of 10 pounds, as required by is specifications?—A. No, sir; it is about 8 pounds to the foot.

Q. What would be the result if lead of insufficient thickness was put there?—A. The ighter the lead, of course the quicker it would wear out.

Q. If it should cause a leak, then what would occur?—A. They would then have to ake the bowsprit out and do the work all over again, recaiking and releading it and utting it back.

Q. Would not that be attended by considerable expense?—A. It would.

PHILADELPHIA, *April* 15, 1876.

ALEXANDER GEDDES sworn and examined.

By the CHAIRMAN:

Question. What is your business?—Answer. Plumber.

Q. Are you employed by anybody?—A. I am employed by Sandgrant & Bros.

Q. Have you ever taken contracts in your own name?—A. No, sir.

Q. Are you a journeyman?—A. I am.

Q. Do you know anything about plumbing-work done upon the Quinnebaug?—A. 'es, sir.

Q. Have you visited her?—A. Yes, sir.

Q. How many times since work has been going on?—A. Twice.

Q. Did you ever see the specifications upon which your employers figured?—A. Yes, ir.

Q. Did you read them over?—A. I have.

Q. Did you do anything about making the estimate?—A. No, sir.

Q. You know what they undertook to do by their offer?—A. Yes, sir.

Q. State whether or not the work which has been done differs from that which your mployers figured upon.—A. It differs from my boss's specifications.

Q. In what particulars?—A. In the weight of the material.

Q. What is the difference between the weight of the material furnished and the veight which your employers were to furnish?—A. Steel furnished on his job on the owsprit 8-pound lead.

Q. Instead of 24-pound lead?—A. Yes, sir. The scuppers were one-quarter or 12-ound, in place of three-eighths.

Q. Quarter-inch lead would be about 16-pound lead, would it not?—A. Yes, sir. One-ighth weighs what we call 8-pound lead; two-eighths would be 16 pounds, and three-ighths, 24 pounds. The side-lights that they put in were still lighter. You could not xactly tell what they were, but they were not over five pounds in weight.

Q. How much was there of that?—A. Those side-lights are all around the side of he vessel.

Q. Do you say that that was too light?—A. I think it is too light.

Q. How thick do you think it should be?—A. It ought not to be less than 8 pounds or the side-lights.

Q. What else have you noticed which was not as thick as you think it ought to have een?—A. I have not been on her since she left the navy-yard. None of the work is one on her according to the specifications.

Q. Wherein does it differ?—A. In the material and the weight of the lead. A man vorking on heavy material does twice the amount of work that is required if he is vorking on light material.

Q. Is the work that has been d one well done?—A. It is a passable job of work.

Q. Is it soldered and fastened and nailed as it should be?—A. No, sir; I did not see ny nails. They might have put them in afterward.

Q. It would not be finished until it was nailed, would it?—A. No, sir; it ought not o be. A job is not complete without it is nailed.

Q. Then, your impression is that when you saw it it was not finished?—A. No, sir; hey were working on it. I went aboard to see what material they were using. Young Mr. Steel said to me, "What is the matter with the old man? He must have been razy to put an estimate in of that amount, for I am getting just about one-half." I old him I did not know what my boss's estimate was.

PHILADELPHIA, *April* 20, 1876.

JOHN B. HOOVER recalled.

By Mr. HARRIS:

Question. At any time during the process of removing materials from the old navy-yard to League Island do you remember a pile of old copper, zinc, lead, and scraps of one kind and another, containing perhaps brass or composition, lead pipe, and refuse stuff of that character, which was gathered up and thrown out, and then estimated by a board as plumber's stock? Were you not on a board with a plumber for that purpose?—Answer. Yes, sir; I remember that matter.

Q. State the particulars thereof in your own way.—A. It was a lot of old plumbing-material. Mr. Hartt called attention to it, and asked me about what I thought it was worth, saying that Mr. Steel was going to get it in part payment, or something of that kind. I did not exactly understand the matter, but I heard he was going to get it in part payment for some work done on monitors.

Q. Was that work done on the Quinnebaug?—A. Yes, sir. He asked me to place my valuation on it.

Q. Did anybody join you in making the valuation of that material?—A. Yes, sir; Mr. John Coffin and I valued it.

Q. What is Coffin's position?—A. He was the chief plumber.

Q. Is he here about the yard?—A. No, sir.

Q. Where was that material?—A. It was lying opposite the store-house on the pavement.

Q. Who besides you and the plumber judged of its value?—A. I think Mr. John Davis. He was foreman of the iron-plating.

Q. Is he here?—A. No, sir.

Q. Where does he live?—A. I cannot tell you that.

Q. Do you not know whether he is in Philadelphia?—A. He lives in Philadelphia.

Q. Do you understand that all the material which was to go to Steel had been gathered up in a pile before you made your survey?—A. Yes, sir.

Q. Describe the pile as you now recall it.—A. I do not know that I could do that; it consisted of various things. I know there was an old condemned pump—an old bilge-pump. There were some old pipes.

Q. Was that old battered pipe in rolls?—A. Yes, sir; there were some old canopy-stanchions. There were condemned main ship-pumps.

Q. Were there considerable lead, short pieces of pipe and long pieces?—A. I do not think there was any lead in it.

Q. You said that there was battered pipe?—A. I meant copper pipe.

Q. Do you not remember that there were coils of lead pipe which had been battered and which were held on the reels?—A. There might have, but I do not remember.

Q. Was there some composition?—A. Yes, sir; it was principally old composition.

Q. Old composition and copper?—A. Yes, sir.

Q. Do you know what estimate you put upon it?—A. I forget.

Q. Did you make a written report?—A. No, sir; I made a verbal report to Mr. Hartt.

Q. State, as nearly as you can, how much your estimate was.—A. I won't be positive, but I think it was $200.

Q. You did not weigh that material, did you?—A. No, sir; we just lumped it there.

Q. Don't you think the estimate was $600?—A. I won't say positively about that; I forget.

Q. Was there any pig-metal in it of any kind?—A. No, sir; none that I saw.

Q. How large a pile of it was there?—A. It was probably a pile about 8 or 9 feet long, 2½ or 3 feet wide, and about 15 or 16 inches high.

Q. Was there a good deal of small stuff in it?—A. No, sir; it was these old canopy-stanchions, and one thing and another of the monitors, together with pipe and these pumps.

Q. Do you know whether or not anything else was added to that pile after you made your survey?—A. No, sir; there was another lot that we estimated on.

Q. What was the second lot?—A. Principally the same thing, old metal.

Q. Where was that?—A. That was in a room in the store-house.

Q. What did it consist of?—A. Various things; old canopies and one thing and another—miscellaneous material.

Q. Do you say that most of it was old?—A. Yes, sir.

Q. How large a pile was that?—A. It ran about the same size as the other.

Q. Do you remember what you called that worth?—A. No, sir; I do not.

Q. Did you see any pig-metal of any kind in that pile?—A. No, sir.

Q. No zinc or lead in pigs?—A. No, sir.

Q. No tin?—A. No, sir; I think the estimate is in the constructor's office. Mr. Hartt merely asked us to go and appraise it, and report to him what it was worth.

Q. Had you any particular knowledge of that kind of metal which would enable you to judge of its value?—A. I inquired about what the old metal was bringing.

Q. Could you judge of the weight of such a pile as that?—A. I could only approximate.

Q. There was enough to load four or five wagons in both lots, was there not?—A. No, sir; I do not think there were over two wagon-loads.

Q. Did you see it removed?—A. No, sir.

Q. Who had charge of it while it was there in the shop?—A. The store-clerk for construction.

Q. Who was he?—A. His name was Boyd.

Q. Do you know whether all the metal which went to Steel from the yard was in those piles?—A. That is all I know about.

Q. Do you know whether Steel had any other?—A. No, sir.

Q. Do you know that he did not have any other?—A. Not to my knowledge.

Q. Would you have been likely to have known it if he had?—A. The only way I would have been likely to know it would have been by being called to estimate.

Q. But if he put a few tons in it, picked up afterward, you would not have known it?—A. Not unless I had been there at the time.

Q. Somebody ought to know about that. Now what person did know precisely the goods that he did remove?—A. The store-keeper would know that; he was supposed to look out for that.

By Mr. JONES:

Q. Do I understand you to say that you think there would have been more than two two-horse loads of these two piles of copper, composition, and lead?—A. I should not think so.

Q. I suppose you understand what copper, composition, lead, and zinc are worth, do you not?—A. I inquired at that time. Old metal at that time was bringing about 16 or 17 cents a pound.

Q. Why did you not take some man to weigh it?—A. Because I had no authority to weigh it. Mr. Hartt told me to estimate it as it lay. I did as he told me.

Q. Do you think that was a proper way to estimate it?—A. No, sir, I do not; but I did as I was ordered.

Q. If he had ordered you to give it to Steele, would you have allowed him to put it in the carts without reporting that fact?—A. No, sir.

Q. Did you report that transaction to the commodore of the yard?—A. No, sir; I reported to Mr. Hartt.

Q. And to nobody else?—A. No, sir; because I had no authority to report to anybody else.

Q. Do you think that was a proper way for you to do, you being an officer of the Government? You have already stated that you did not think it was proper to estimate it to get at its value.—A. No, sir. I suggested once to weigh it, and Mr. Hartt said: "Lump it as it is; appraise it as it stands."

Q. Was it not your duty to report to the commodore of the yard if things went contrary to the manner in which they should go?—A. No, sir; it would have been Mr. Hartt's duty to do that.

Q. If Mr. Hartt should tell you to let a man have 200 ship-knees for a dollar apiece, you would do it, I suppose, without reporting it to the commodore?—A. I would have to do it.

Q. Would you do it without reporting it to the commodore?—A. Undoubtedly I would.

Q. I understand you to say that there was some of this lead pipe on reels?—A. No, sir; I did not say anything of that kind.

Q. How many copper or composition pumps were there?—A. I think there were two.

Q. Do you not think that there were more than two?—A. If my memory serves me right, that was all.

Q. Did you see any pig tin or copper?--A. No, sir; there was nothing of the kind in the pile.

Q. Would not the material which you have estimated have made a pretty good load?—A. It was not compact in the heap.

Q. Would it not be about as much as you could get into one of the carts, such as truckmen use?—A. No, sir; I do not think it would.

Q. Would it not be as much metal as two horses would haul?—A. I hardly think so.

Q. How much of a load should you think it would be?—A. I should judge, probably, 1,100 pounds or 1,200 pounds, or somewhere along there.

Q. Do you mean in both piles?—A. No, sir; in each pile.

By Mr. JONES:

Q. And the most of it, I understand you to say, was composition?—A. Yes, sir.

Q. Are you sure that you did not see any coils of lead pipe?—A. Yes, sir; I am very sure of that; there was nothing of the kind in it, to my knowledge.

received standing there; they were all hauled away down to League Island.

Q. Are you sure that was before the pile was sold?—A. Yes, sir.

By the CHAIRMAN:

Q. How many do you think were hauled down here to League Island?—A. Ther were so many of them that I could not form any idea.

Q. Were there as many as a hundred?—A. O, yes; there was more than that, I think

Q. Two hundred?—A. In that neighborhood, I should judge; I should think ther were probably 100 or 150 piled up.

By Mr. HARRIS:

Q. Do you know that McKay hauled the high pile that was piled up; that is, do yo know that he hauled to his own premises only the pile that he bought?—A. That i all.

Q. Do you know that fact?—A. I was there and saw them when they were haule away. The only thing that he hauled was a lot of old knees. When they tore th Nebraska up there were a lot of old knees. You can see them on Queen street no We had orders to give them away to any poor people for chips when we were tearin up the Nebraska; they were good for nothing.

Q. McKay took them along with the knees that he bought, did he?—A. Yes, sir.

Q. He did not pay much for them?—A. No, sir.

Q. Who authorized him to take those away?—A. No one; those knees were bored.

By the CHAIRMAN:

Q. Are you sure that all of those knees that were worked out were bored?—A. I guess pretty much all.

Q. Do you think they were all bored?—A. I think there were one or two there whic were not.

Q. Were not those one or two good knees?—A. They would not have been fit for our work; the knees are rotten now.

By Mr. HARRIS:

Q. How much do you think the pile of knees were worth?—A. If there was any demand for them, they ought to be worth a couple of thousand dollars, and probably more if there was a demand for knees.

Q. Were they good knees?—A. I understood from the commodore they were condemned knees. The commodore told me that was a pile of condemned knees ordered to be burned. It appears that there was a survey on them before I came here, which I did not know anything about. One day we were going down, and he remarked that there was a pile of knees condemned and ordered to be burned. He says, "We are going

Q. They were announced as condemned knees?—A. Yes, sir; that was the impression at the time.

Mr. HARRIS. It seems to me somebody ought to have known whether they were condemned knees or not.

The WITNESS. I found out afterward, by one of the quartermen, that they had been selected out of the condemned knees which had been burned. The knees were, however, sold then.

Q. You say they would be worth $2,000 or more, if anybody had a use for them. Knees always have a market-value, have they not?—A. No, sir; they fluctuate; it depends altogether on the demand for them outside.

Q. What do you think those knees would have brought at a fair auction, with everybody understanding that they had been selected from the remnants of the knees of the yard as knees worth preserving?—A. I think they would have brought about $1 apiece.

Q. Would they not have brought more than that?—A. No, sir; I do not think they would.

Q. How many were there?—A. I should judge that there was in the neighborhood of about 500 knees, or somewhere along there.

PHILADELPHIA, *April* 19, 1876.

WILLIAM J. VAUGHAN sworn and examined.

By Mr. HARRIS:

Question. What is your occupation?—Answer. Laborer.

Q. Where do you reside?—A. 708 Tasker street, Philadelphia.

Q. Have you been employed in the navy-yard at any time?—A. I worked in the navy-yard two or three years ago.

Q. In what capacity?—A. As laborer.

Q. Were you employed in the yard during the time of its removal?—A. No, sir; not directly for the Government. I worked on the ship Quinnebaug.

Q. Who employed you?—A. Mr. Steele.

Q. What were you doing there?—A. Laboring.

Q. Was that while the material was being removed from the yard?—A. Yes, sir; part of the time it was.

Q. Were you there at the time Mr. McKay and Mr. Rice and others were removing the material?—A. Yes, sir; they were clearing out and removing.

Q. During the time you were employed there, did you know of anything being removed from the yard unlawfully?—A. I could not say positively as to that.

Q. Why are you not positive?—A. I would not like to answer that question, for this reason: It would only hurt me outside, and I have my living to make, and it would not do. Any talk might kill me, and that is the reason I do not like to answer too many questions. I may be right and I may be wrong.

Q. If you know of any wrong, I want you to state it.—A. What I saw I had an idea was wrong.

Q. What did you see that you thought was wrong at that time?—A. I saw a great many things there.

Q. State one.—A. I would not care much about answering that question.

Q. Did you see anybody taking property out of the navy-yard who had no right to?—A. I have my ideas about those things, but I would not care about answering them all.

Q. Did you take anything out of there you had no right to?—A. Not by my own consent.

Q. Who were you employed by?—A. Mr. Steele.

Q. Was anything taken from the yard by Mr. Steele or his men that he had not a right to?—A. If I answer too many questions I will get myself into trouble, and I have my living to make outside.

Q. You are to tell the truth, and you are now either covering entire ignorance, or else it is evident that you yourself have been guilty and do not want to own it.—A. Of course, if I have to do anything for a man it does not make me guilty.

Q. If you knew that your employer was stealing property from the yard and you helped him, there is no excuse for you. But the question is put to you whether Mr. Steele, or any man in his employ, removed property from the navy-yard to which he had no right.—A. I think there were a great many things removed from there that was not right.

Q. That is not my question. The question is whether he or his men took from the yard property to which he had no right. What property did he take and put on board that vessel?—A. Hawse-pipes went on her. They were lead.

Q. Did Mr. Steele do the plumbing-job?—A. Yes, sir; and I worked for him, and that is the reason I do not like to answer the questions. I could answer them, I suppose, but I am embarrassed.

Q. Have you talked to anybody about it?—A. I have talked to nobody about it. It was understood that I talked to other people, and that is the reason I was brought here; but I did not. When I was here yesterday I went away on that account. Mr. Steele was here yesterday, and he is out there now.

Q. Does it embarrass you to tell the truth?—A. I go in for telling the truth. That is my doctrine.

Q. Well, state now what was carried on board the Quinnebaug.—A. Hawse-pipes went on board of her.

Q. Is that all that was carried on board of her?—A. Do you mean the stuff that we took on board of her? We took work of our own on board of her—such as the air-port lines. That was our own material.

Q. I do not care about that. I understand that. Mr. Steele was to do the plumbing and find the material, was he?—A. I do not know what his contract was.

Q. But he did furnish a large part of the material for that job?—A. Yes, sir.

Q. And took it from his own shop or premises, did he? If he did not, what did he take from the navy-yard?—A. We took two hawse-pipes out of the plumbers' shop in the yard and put them aboard.

Q. Whose property were they?—A. I do not know whether that was bought by Mr. Steele or not; but I know it was taken from the plumbers' shop and put aboard the ship; could not take my oath that he did not pay for them, but I can have my own ideas.

Q. Do you know where these pipes were made?—A. They were made at the plumbers' shop in the navy-yard.

Q. By whom?—A. By Government men.

Q. Did you see the work done?—A. No; but I handled the work after it was done.

Q. All you know about it is that they were taken from the plumbers' shop in the yard and put on board the vessel?—A. Yes, sir.

Q. And put in place by Mr. Steele and his men?—A. Yes, sir.

Q. What else did you see taken from the navy-yard and put on that vessel by Mr. Steele or his men?—A. We put pump-pipes aboard which were made of copper.

Q. So far as you know, where did that come from?—A. There were three movings in that, I think. That was bought with a lot of scrap-copper from the yard.

Q. Who bought it?—A. Mr. Steele.

Q. How large were those pump-pipes?—A. They were four or five inch pipes, I think.

Q. Do you know where they were taken from?—A. They were taken out of No. 3 cellar.

Q. Who took them out?—A. I helped take them out.

Q. Were they carried to your shop?—A. We hauled them there.

Q. What was done to them there?—A. We sent them off and had them fixed up.

Q. What was done to them?—A. They were straightened out and lengthened a little. That was all.

Q. Were they old ones?—A. Yes, sir.

Q. Had the pipe been used?—A. Yes, sir; I think it had. It looked as if it had, anyhow.

Q. Then it was carried back to the navy-yard?—A. Yes, sir; and put on board.

Q. Do you know whether Mr. Steele bought it?—A. I do not know his business, of course.

Q. Have you any reason to believe that he did not buy it?—A. I suppose that he bought it when he bought the scrap-copper.

Q. Do you believe it? Do not you know that it was stolen out of that building without the Government officers knowing anything about it?—A. I would not like to say that it was stolen, because if I said that I would be one of the thieves, too.

Q. That is all the reason, is it not, why you object to saying that it was stolen?—A. If I handled it, of course that would implicate me.

Q. Did you go there and take some five-inch copper pipe out of one of those buildings without the knowledge of the officers of the yard?—A. I went there and took the copper out by Mr. Steele's orders.

Q. Who was with you?—A. I do not care about mentioning that man's name. The man works for Steele now, and I am satisfied if you call him he will contradict me.

Q. Who was that man?—A. Joe Brown.

Q. Where does he live?—A. Down in Catherine street; he works for Steele now, at 806 Swanson street.

Q. How was it carried out of the yard?—A. In wagons.

Q. How many pieces were there?—A. There were two lengths of that pipe.

Q. Was it taken out in the day or the night?—A. In the day-time.

Q. Did you carry it out of the yard?—A. No; I had to get a pass to take it out in the wagon.

Q. Who did you get the pass from?—A. I did not get it. Mr. Steele got it.

Q. Who did he get it from?—A. I suppose from Mr. Hartt or Mr. Hoover.

Q. Do you think that Mr. Hartt or Mr. Hoover knew that this copper pipe was being taken?—A. I do not know why they should not know it. They ought to know if they did not. I could not say whether they did or not.

Q. Was it taken slyly, as if they did not intend anybody to see it taken?—A. It looked that way.

Q. What was said to you by Mr. Steele about it?—A. He did not say anything to me at all.

Q. Did he tell you to go and get it?—A. Mr. Brown and myself went down to the cellar and threw it up and picked it up.

Q. Was Mr. Steele there?—A. He was there part of the time.

Q. Then it was at a time that he had been buying some old copper and scrap?—A. That is the time.

Q. And he took these pieces of pipe and threw them into the scrap-heap?—A. Yes; it had a condemned mark on it; condemned pipe.

Q. And you thought that was not intended to go into the scrap?—A. I had no right to think.

Q. It was taken out, repaired, and brought back, and you put it on board the ship Quinnebaug as pump-pipe?—A. Yes, sir.

Q. Did it make good work?—A. Certainly.

Q. As good as new?—A. I do not see why it should not. It was copper pipe. Nothing came to it but bilge-water.

Q. Was any of that copper that you bought weighed in the yard?—A. No, it was not weighed in the yard.

Q. Do you know whether it was weighed anywhere?—A. I suppose it was weighed when Mr. Steele took it.

Q. Do you know whether he bought it by the lump or by the pound?—A. That I could not say.

Q. Do you know it was not weighed?—A. It was not weighed in the navy-yard, to my knowledge; not by us, anyhow. We handled it last.

Q. Was it weighed in the wagons when taken out?—A. No, sir; I know that.

Q. How much was there of it?—A. I could not tell you that.

Q. Give us some idea of how many loads there were.—A. I should judge about two loads of scrap-copper.

Q. How large loads were they; one or two horse teams?—A. Two-horse teams.

Q. And on those two loads went this pipe?—A. It all went in together.

Q. Was that pipe covered up when it went out of the yard?—A. It was picked up and chucked into the wagon.

Q. Was it covered with other copper?—A. I do not think it was. I would not say certainly that it was covered up.

Q. When did you leave Mr. Steele's employ?—A. I have been out of his employ for about three months.

Q. Why did you leave him?—A. I did not leave him; he laid me off. There was nothing to do; it is a polite way of discharging a man.

Q. Had you any difficulty with Mr. Steele at any time?—A. No, sir.

Q. You have no ill-feeling toward him?—A. I have none toward him.

Q. Has he toward you?—A. It appears to look that way.

Q. What has been the difficulty?—A. All about this affair.

Q. And yet you have not told anybody about it?—A. I have not told anybody except what I have told here. I know there have been parties trying to get it, but they could not get it out of me. Somebody has got it from somewhere.

Q. And you were discharged three months ago on account of this?—A. No; I do not mean that. I was laid off three months ago because he had no work.

Q. Do you think Steele has some suspicion of you?—A. He has suspicions since this affair commenced, because he tells me that I have been spying around, and I have told him that I have not.

Q. Then you have talked with him, have you?—A. I talked with him yesterday. That is the reason I left. He tells me that I have been blowing around about this affair, and what I knew.

Q. Did he tell you what particular thing you had been blowing round about?—A. No, sir.

Q. So that you have had a conversation with him within a few days, in which you have learned that he thinks you have been telling some stories about him?—A. He thinks I have been talking about this affair to Mr. Sandgran. I have not been talking to him at all.

Q. What else did you see taken out of the yard that you think was improperly taken?—A. There was a lot of old composition I do not think was estimated right.

Q. Where was that composition?—A. It was in store-house No. 3, up stairs.
Q. How much was there of it?—A. I do not know the weight of that.
Q. What was the bulk of it; how many loads were there?—A. About two loads, I should judge.
Q. What was done with it?—A. It was put down on the pavement of the yard, piled up.
Q. Was it thrown out of the story?—A. We lowered it down and piled it up on the pavement, and left it there until it was supposed to be surveyed, and we took it out.
Q. Did you take it out by carts?—A. Yes, sir.
Q. Were there two two-horse loads?—A. Yes, sir.
Q. Where did that go?—A. To our shop.
Q. Was it surveyed?—A. That I cannot say.
Q. You say it was supposed to be surveyed?—A. Yes, sir.
Q. Was it weighed as it went out of the yard?—A. We did not weigh it.
Q. Was it weighed?—A. I do not know whether it was or not.
Q. Did you put it on the wagon?—A. Yes, sir.
Q. Do you know whether the wagons went to the scales?—A. I know that it did not.
Q. Why?—A. Because I was on them myself, and went to the shop on them.
Q. Were there any scales in the navy-yard at that time?—A. O, yes; there were big scales down in the yard.
Q. They had not been torn up then?—A. No, sir.
Q. And they went directly to your shop?—A. Yes, sir; I went on the load.
Q. Was it weighed after it reached there?—A. Yes, sir; we weighed it.
Q. Do you know how much there was of it?—A. No, sir; I do not recollect.
Q. Did you weigh both loads?—A. Yes, sir; and then he sold it again.
Q. Who bought it?—A. I think Purves & Co. bought that, if my memory serves me right.
Q. What else did you see taken from the yard?—A. A lot of old pumps went out.

By Mr. JONES:

Q. Were they copper?—A. No, sir; they were composition.

By Mr. HARRIS:

Q. How many were there?—A. I should judge about ten.
Q. Where were they taken from?—A. Out of the cellars and out of the store-house.
Q. How were they carried out?—A. In the wagon.
Q. Were they separate from the other lots that you have mentioned?—A. They were taken out for old composition.
Q. You have mentioned now two loads of old copper and two loads of composition. Did the pumps go with either of the other lots?—A. No, sir; they went with another lot, and a lot more of composition with them.
Q. How many loads was that?—A. I think there were two loads of that, if I am not mistaken; one big load, anyhow.
Q. Was that weighed in the yard?—A. Not by us.
Q. Was it weighed in the yard, so far as you know?—A. I do not know whether their people weighed it or not; we did not weigh it.
Q. You do not know whether it had been weighed before you took it?—A. It was not weighed before we took it, or by us.
Q. Could it have been weighed and you not know it?—A. I suppose it might in the times gone by. When they had been taking an inventory, or something like that, they may have weighed this stuff and thrown it to one side.
Q. Could the exact lots which you carried out have been weighed and you not know it? I mean those in the cellar.—A. Some were in the cellar and some were upstairs.
Q. And you threw them out and loaded them up?—A. Yes, sir.
Q. Could it have been weighed after you threw it down without your knowing it?—A. No, sir.
Q. Did you not pick it out from among the other stuff in the yard?—A. We picked it out lying all around everywhere and brought it together in a pile.
Q. And it was not weighed in that pile?—A. No, sir.
Q. And it was put on to your wagons and carried out and not weighed until it got to your store, and there you weighed it yourself?—A. Yes, sir; that is so.
Q. Who was the weight given to?—A. I do not know.
Q. Was there any officer of the United States at your store to weigh that or to see it weighed?—A. No, sir.
Q. Any clerk?—A. No, sir.
Q. Did not you give the weight to anybody?—A. No, sir.
Q. Who weighed it?—A. I helped to weigh it.
Q. Who was the man who made the figures?—A. Mr. Steele's clerk.

Q. What is his name?—A. William Overbeck.
Q. He weighed all the six loads, did he not, as far as you know?—A. Yes, sir.
Q. What other material did you see taken out? Was there any lead taken out?—A. Yes, sir.
Q. State the particulars of that taking. How many loads did you take out?—A. I do not know how many loads we took.
Q. What kind of lead was it?—A. Old scrap-lead. There were not over two loads. I think there were two loads.
Q. Where was that weighed?—A. Nowhere, to my knowledge, except at the shop.
Q. Was it weighed at the shop?—A. Yes, sir.
Q. Who took the account of that?—A. The clerk, Mr. Overbeck.
Q. Was there any new lead in that, or lead pipe, or sheet-lead?—A. It was not brand new.
Q. Had it ever been used?—A. Yes, sir. I think there was some pipe there that had never been used.
Q. Do you not know it?—A. Yes, I know it.
Q. How much?—A. I could not say.
Q. How much should you think, to the best of your judgment? Were they coils or only pieces?—A. It seems to me we got two whole coils out of there; perhaps not quite whole ones, and I got some pieces about eight feet long.
Q. What size were they?—A. I forget. I think it was two-inch, some of it.
Q. How thick was it?—A. I do not know the thickness of the lead.
Q. Can you judge whether it is thick lead, plumbers' pipe, or whether it was thin?—A. It was all plumbers' pipe.
Q. Was there any sheet-lead?—A. No, I do not think there was. I do not remember it at any rate.
Q. Have you stated all the lead that was taken out of the yard that you remember?—A. Yes, sir; I think I have.
Q. Have you stated all the copper?—A. I guess so.
Q. All the composition?—A. Yes; I think I have told you as to all the old stuff.
Q. What new stuff was taken out by your people of any kind?—A. There was none taken out that was called new.
Q. Have you now mentioned all that was taken out?—A. I think I have answered the inquiry.
Q. Have you stated all the copper, lead, and composition that was taken out of the yard by Mr. Steele or his men?—A. I have told you all the old stuff.
Q. Now state as to all the new stuff.—A. All the new stuff was taken with the old. I have told you that they took out composition and copper and lead.
Q. Have you told us all about the copper, lead, and composition that was taken out?—A. Yes, sir; I have told all the copper and all the scrap and all the lead that was taken out.
Q. And do you say that there was no other taken out that you have not told about, of the old stuff?—A. No, sir; I have told you all.
Q. Now I want to call your attention to the new stuff.—A. There was no new stuff that went out.
Q. Have you told us everything that was taken out?—A. No, sir.
Q. Then state it at once. State everything that was taken out by Mr. Steele or his men, no matter what it was. Was there any iron, zinc, tin, or any kind of metal or material?—A. There was a lot of zinc that went out. I do not know whether they call it zinc or what it was.
Q. Was it in pigs?—A. No, blocks. It was stuff that galvanizers used.
Q. How much was there of it?—A. I do not know.
Q. How many loads were there of it?—A. Two or three loads.
Q. Where was it weighed?—A. That was weighed by the man who bought it.
Q. Was it weighed by you or weighed before it left the yard?—A. Not to my knowledge.
Q. Was it weighed in your store?—A. No, sir.
Q. Was it carried to your store or to Mr. Steele's store?—A. Not all of it.
Q. Where was it carried to?—A. To Mr. Purvis's.
Q. Did you see it weighed?—A. I saw some of it weighed.
Q. How many blocks were there of it?—A. I could not tell you that.
Q. Do you think there were two loads?—A. Yes, sir; they were two horse-loads each of them.
Q. Where was that taken from?—A. Out of the navy-yard.
Q. From what building?—A. It was not taken from a building at all. It was in the yard, about the center.
Q. Piled up in a pile?—A. Yes, sir.
Q. Do you know whether that had been weighed before it was put in a pile by any of the yard officers?—A. Not to my knowledge.

Q. Did you have passes for taking it out?—A. Yes, sir; I could not have taken it out without a pass.

Q. You do not know whether it had been bought or not?—A. I do not know anything about that.

Q. Purvis & Co. got some of it. Where did the rest go?—A. They got all of that.

Q. Was it carried directly to them?—A. Yes, sir.

Q. It was weighed by them?—A. Yes, sir.

Q. Did you take the weight?—A. No, sir.

Q. Who did?—A. I suppose they took the weight themselves. They have a big scale and drive right in and weigh it on the load and drive out at the other end.

Q. Did Mr. Steele's clerk attend to the weighing?—A. I suppose he did; that is his business.

Q. Did he go there and see it weighed?—A. I do not know.

Q. Did you see any of it unloaded?—A. I saw one load unloaded.

Q Was he there then?—A. I did not see him.

Q. Have you stated all the zinc that you saw removed?—A. Yes, sir.

Q. What else did you see removed?—A. I guess that is about all.

Q. It is not all. I want the whole. Was there any tin taken away or solder or sheet-tin or stuff of any kind? Were there other things taken that you have not mentioned?—A. I do not feel inclined to answer that question.

Q. Why?—A. Because I don't.

Q. For what reason?—A. I do not feel like answering it; that is all there is of it.

Q. Do you know that we have the power to compel you to answer it?—A. I do not know that. I know that I am before a subcommittee of the House of Representatives. I know that does not give them power to make a man tell all he knows. The laws of the courts say a man shall not tell all he knows.

Q. To criminate himself.—A. That is it exactly.

By the CHAIRMAN:

Q. Are you withholding an answer because you fear it will involve you?—A. It is not exactly that either. If you were in the same position that I am I guess you would do as I do. I am a poor man. I worked for this man out here. He says he hears I have been telling a good deal. I have not. If I worked for you and you hired me and gave me wages, and you told me to do certain things it is my place to go and do them, and if anything turns out wrong and you are brought up for it, it is not my place to go and say that I know this and that against you, because I have got to make my living when I go out of here.

Q. Had Mr. Steele, since he knew you were likely to be a witness before this committee, had any talk with you about your testimony?—A. No, sir.

Q. You saw him yesterday?—A. Yes, sir; that was the first I saw him.

Q. Did he threaten you?—A. No, he did not do that, because that would not amount to anything.

Q. Did he try to get you to get out of the way?—A. No, sir; if he had there is no knowing what I might have done.

Q. What was the nature of his conversation with you yesterday?—A. I did not talk with him. I said I did not see how it was that I was brought up here, for I did not care to come, in the first place He said, "You sputtered round to Mr. Sandgran." I told him I did not. I said, "I have not talked with Mr. Sandgran since I worked on the steamship Pennsylvania, of the American Line." I had an idea sometime ago that I had to come here. A man who is not on this side of the river worked for Mr. Steele, as his foreman. I went to see him the trip before last that he made, and he gave me to understand I would be brought up here. The next man I saw was the reporter of the Times; he asked me some questions that I did not care about answering, and I did not answer them.

Q. Did you tell him anything?—A. No more than I could possibly help. He came down to see me, and brought me down some papers and asked me if I understood them, and asked me some questions that I have been asked here, only he asked me more but I did not bite.

Q. It is within the power of this committee to report you to the House of Representatives, put you under arrest, have you brought before the bar of the House, and, if you still decline to answer the questions propounded to you by this committee, to place you under arrest. The full consequences of such a course upon yourself and family you ought to appreciate, as well as your duty to the country, and tell the truth and the whole truth. You have declined just now to answer a question which was propounded to you by a member of this committee. We have a duty to perform to the House, of which body we are a committee, and that is to investigate all frauds and abuses connected with the naval service. It is in the discharge of that duty that we have propounded to you the question which you have declined to answer. Not only as a member of this committee, but as one wishing well to every American citizen, I would advise you to comply with your duty and with the obligation of the oath that you have taken.

By Mr. HARRIS:

Q. Are you now willing to answer the question I asked you, whether or not there were other things taken from the yard which you have not mentioned?—A. I do not know that there was anything else that went out of the yard that I have not told you. You have been asking me about that copper and scrap and composition.

Q. Was there anything else that went out that you have not mentioned—any material of any kind?—A. I cannot answer that question at all, because I do not know of any more.

Q. Can you say no to the question?—A. I can say no.

Q. Is that true that nothing else went out?—A. I won't say no yet. There were two pigs of tin.

By Mr. JONES:

Q. Were there not but two?—A. There were three; that was all.

By Mr. HARRIS:

Q. Where were they taken from?—A. The navy-yard.

Q. What was done with that?—A. It was taken to the shop.

Q. Was it weighed?—A. Yes, sir.

Q. Where was it weighed?—A. In the shop.

Q. Who took account of it?—A. I guess there was no account kept of it at all; there was not to my knowledge.

Q. What was it weighed for?—A. To see how much was in it.

Q. Who were present when it was weighed?—A. I was.

Q. Who else; was the clerk there?—A. I think I weighed that myself.

Q. Did you give the weight to anybody?—A. No, sir. I know pretty nearly the weight of them.

Q. How much was it?—A. They weighed from 25 to 26 pounds apiece. One of them was perhaps heavier than that. There was one of them that weighed 60 pounds. It was taken off a big pile.

Q. You do not know that your employer had not authority to get that tin?—A. You are hitting me heavy again, now.

Q. Did he say that he had no authority?—A. I know that he had not any.

Q. How do you know?—A. We had no orders to take any tin out of the cellar.

Q. Did not he give you orders to take it?—A. He did not give me any orders. He might have given orders to Mr. Brown, for all I know. We were down in the cellar looking around for old scrap-lead and composition.

By Mr. JONES:

Q. And wherever you could find any you threw it out?—A. Yes, you are right.

Q. Did he know that you got it?—A. Yes, sir.

Q. He knew it after you got it to the shop, but he did not know it before?—A. I do not know that he knew it before, but I guess he did.

Q. Were you told to take all the stuff that you could find in the cellar?—A. Yes; I went according to orders. Whenever they said take anything, I did it.

Q. Could you use this tin?—A. Yes; it was mixed in with the lead to make the solder.

By Mr. HARRIS:

Q. You were down there, and were told to get all you could—copper, tin, zinc, lead, and everything else—and you got all you could?—A. Yes, sir; all I could get my hands on.

Q. Did you leave any zinc or tin there?—A. O, yes, there was plenty of tin there.

Q. But you got enough to load your teams, with all the stuff you got there?—A. Yes, sir.

Q. And some was tin, some zinc, and some anything else that you could find?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Was this tin in with something else, or was it by itself when you put it in the cart?—A. It was in with other things.

By Mr. HARRIS:

Q. But you took it off the pile?—A. Yes, sir.

Q. You took it off of a big pile of tin?—A. I did not; Mr. Brown did.

Q. Brown took three pigs of tin off a pile of tin and threw it in the scrap and carried it to Steele's store?—A. Yes, sir.

Q. What else did you take in the same way?—A. I guess that is about all I know of, that I can think of.

Q. Was there any iron taken by him?—A. No; he did not use iron.

Q. Any copper?—A. I have told you as to the copper.

Q. I mean sheet or pig copper?—A. No, sir.

Q. Do you say that you have told everything that you know of that was taken out of there by you or by M. Steele's men?—A. I guess I have told you all.

Q. When you say "I guess," do you mean that you have told all that you remember?—A. I might remember more if I had time to think over it.

Q. You have been thinking over this for some time, have you not?—A. I would not have been here now if I could have helped myself.

Q. Do you say now that you have told all that you can remember?—A. I do not know whether to say yes or no, because I might think of more.

Q. Have you told all that you can remember now?—A. I do not think it is right for me to tell you all I know without you ask me questions.

Q. I have asked you squarely whether you have now told all that you know of material taken from that yard by Mr. Steele or his men. That question covers everything.—A. Yes, I have told you all.

Q. All that you can remember?—A. Yes, all that I can remember on that score. You ask me if that is all I know that went out of the yard. That is all. I have told you copper, composition, tin, zinc, and lead.

Q. Did Mr. Steele or his men get into their possession any other property from the navy-yard than you have mentioned?—A. I do not think so.

Q. Did any go on board the Quinnebaug?—A. I have told you all that went on board of her, I think.

Q. Was anything taken from any vessels in the navy-yard or in the docks, or anywhere else about or around the navy-yard?—A. The line was put into the hawse-pipe and did not fit. It was taken out; that fell to us.

Q. That is, the hawse-pipes that were taken to be put on board the Quinnebaug were put in and found to be too small. They were condemned, taken out, and carried out of the yard, were they?—A. Yes, sir.

Q. Were new ones furnished?—A. Yes, sir.

Q. Who furnished them?—A. I believe we furnished half of them, which would be two, and I think the other two, if my memory serves me right, were made in the yard the same as the others were made.

Q. Who by?—A. By us, in the plumber's shop in the yard.

Q. Who furnished the material?—A. The Government.

Q. Are you sure of that?—A. I am sure of that, because the stuff laid there.

Q. Do you know whether it was bought of the Government by your employer or whether he took it?—A. I do not think it was bought.

Q. Was it weighed by him when he took it to use?—A. Yes, sir. I think the master plumber's clerk did weigh those hawse-pipes.

Q. But the other hawse-pipe was taken out, you say?—A. Yes, that was condemned; all mashed up and taken out. We fell heir to that.

Q. How much would they have weighed?—A. I could not tell you exactly.

Q. Cannot you form some idea?—A. No, sir.

By Mr. JONES:

Q. Do I understand you to say that you have answered as to all the material, of all kinds, that has been taken from the navy-yard to Mr. Steele's shop or to any other place?—A. You do; I have told you all that was taken.

Q. What time of the year was this stuff removed?—A. It was during the winter.

Q. Was it the first or middle of December, or when?—A. It was before the 1st of December, I think; although I could not say positively.

Q. Do you know anybody in his employ who has removed any sort of material except what you have named?—A. No, sir.

Q. You have not done so yourself?—A. No, sir.

Q. You have stated all that has been removed?—A. I have told you all that has been removed.

By the CHAIRMAN:

Q. Are you withholding anything from this committee?—A. I am not withholding anything that the committee has asked me. I have answered all questions they have asked me.

Q. Do you know nothing more that would show any fraud or abuse or wrong or stealing in and about the navy-yard?—A. That is another question. I cannot very well answer that question without seeing the specifications of the Quinnebaug. I could then tell what is on my mind as to whether I was right or not. I saw the plans and the specifications the other day, but I am not a very good scholar myself.

Q. You saw the specifications in the possession of Mr. Sandgran?—A. I did not see them in his hands. I saw them in the hands of the reporter of the Times. He brought them down to my house to show them to me.

Q. Did you see Mr. Steele's contract?—A. No. sir.

Q. Did you know that Mr. Steele had a different contract?—A. I do not know what the contract calls for.

Q. Did you know that he had a difierent contract from Mr. Sandgran?—A. He must have had a different contract.

Q. And if he had a different contract, would you not need them both to see if there was anything wrong?—A. No, sir.

Q. Why?—A. If I saw Mr. Sandgran's I would know what kind of material he worked for.

Q. If Mr. Steele had a contract, under which he worked, which was entirely different from Mr. Sandgran's, would not you want his, too?—A. That might be.

Q. Would you know whether Mr. Steele did the work according to Sandgran's contract?—A. According to the paper, Sandgran's bid was for heavier material; but I want to find out whether the material called for by the contract was to be new or old.

Q. Assume that it was to be new all through in both contracts?—A. I want to see that contract first.

NAVAL CONSTRUCTOR'S OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 22, 1876.

SIR: In obedience to the request of the chairman of the congressional investigating committee, I herewith submit the following information relative to the amount of plumbing material delivered to W. Fleet Steele, contractor, for plumbing-work on the United States steamer Quinnebaug, per Bureau's order dated August 11, 1875:

August 21, 1875, lot of plumbing material	$50 00
September 4, 1875, lot of plumbing material	50 00
November 8, 1875, lot of plumbing material	2,000 00
November 18, 1875, lot of plumbing material	200 00
Total	2,300 00

No purchases other than the above appear upon the books as having been made by Mr. Steele from this department.

I am, sir, very respectfully, your obedient servant,

PHILIP HICHBORN,
Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Respectfully forwarded to Hon. W. C. Whitthorne, chairman of Naval Committee.

C. H. WELLS,
Captain, Commandant.

PHILADELPHIA, *April* 21, 1876.

HENRY B. TATHAM sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am a manufacturer of sheet-lead.

Q. What is the name of your firm?—A. Tatham & Bros.

Q. How long have you been in business?—A. Since 1840.

Q. At any time during the years 1875 and 1876 did you have any business transactions with a man named W. F. Steele?—A. I have a statement which I have taken from my books, and which comprises all the transactions which we have had with him.

Q. I find from your transcript that in the year 1875, on April 29, 49,399 pounds of old scrap-lead was bought from him, for which you paid him, at the rate of 6⅛ cents per pound, $3,025.69. Do you know, or were you informed at the time of the purchase, where this scrap came from?—A. Yes, sir; he said that he was getting it from the Government, and that he was doing new work and they let him have this to go against the new lead furnished. We supplied the new lead to him for the Government.

Q. Then you also on the 19th day of August, 1875, credited him with 25,635 pounds of old scrap-lead, for which you allowed him 6¼ cents per pound, making $1,602.18¾. Was that of the same class?—A. Yes, sir.

Q. And you understood that he was receiving it of the Government?—A. Yes, sir.

Q. Did he so state?—A. Yes, sir.

Q. On the 15th of September, 1875, 5,460 pounds were bought at 6¼ cents per pound, making $341.25. That was all during the year 1875, was it?—A. Yes, sir.

Q. Going back to 1874, I find that on the 30th of September you credited him with 4,243 pounds of old scrap-lead, at 6 cents, making $254,58, and on the 13th of November, 1874, 3,883 pounds at 6¼ cents, making $242,69. State whether those items of 1874

were of old scrap coming from the Government.—A. I presume so. That is my impression as to the first lot, and I am positive as to the latter lot, because the transaction was made with me.

Q. He stated to you that he was receiving it from the Government for what work he was doing for them?—A. Yes, sir; I think they were breaking up some monitors or something of that kind. It was Government lead.

Q. The total amount paid by you was $5,466.40, was it not?—A. Yes, sir.

Q. State whether that represents your entire business transactions with Mr. Steele.—A. It does.

Q. You paid him in new lead for this?—A. Yes, sir.

Q. That is, you took this in exchange for new material?—A. Yes, sir.

Q. Are you sure that before April, 1875, he had anything to do with the Government?—A. I really know nothing of his transactions with the Government except what he told me. So far as the lead is concerned, he told me that it came from the Government. I think we hauled part of it from the navy-yard, or from Cramps', somewhere up-town. I think, also, that some of it came from Roach at Chester.

Q. Did any of it, during the year 1875, come from Roach's place?—A. I think it is likely.

By Mr. BURLEIGH:

Q. Would there have been any coils of lead pipe, or any pipe on reels?—A. No, sir; nothing at all; there was nothing at all but old scrap-lead.

Q. State whether most of that material which he sold you was ship-plumbers' lead.—A. It was all lead that was used on board ships.

PHILADELPHIA, *April* 21, 1876.

CHARLES PURVES recalled and examined.

By the CHAIRMAN:

Question. Do the two statements now shown you represent all the transactions that you have had with W. F. Steele?—Answer. They do, sir. They show the quantities nd the amounts paid for by us. They are as follows:

"PHILADELPHIA, *April* 20, 1876.

'*A statement of old metals bought from W. F. Steele by A. Purves & Son, as per request of Hon. W. C. Whitthorne, Chairman of Committee on Naval Affairs.*

1875:

May 3. 18,489 pounds old brass, at 12½ cents per pound	$2,311 17
Said to have come from Harlan & Hollingsworth, Wilmington, Del.	
May 18. 26,286 pounds old brass, at 12½ cents per pound	3,285 75
Said to have come from W. Cramp & Son, Philadelphia.	
Dec. 3. 25,990 pounds zinc dross, at 1¾ cents per pound	454 82
Lot lead dross	70
Came from Philadelphia navy-yard.	

"CHARLES PURVES,
Of A. Purves & Son.

'Sworn and subscribed this 20th day April, A. D. 1876, before me.
[SEAL.] "E. H. BAILEY,
"*J. P.*"

"PHILADELPHIA, *April* 20, 1876.

"SIR: In accordance with your letter of request of the 19th April, we herewith transmit to you a qualified statement of old metals purchased from W. F. Steele, which we believe came from the Navy Department, from broken-up monitors and from the navy-yard. The brass was mostly yellow brass, and very inferior in quality; the zinc dross was skimmings from the galvanizing works; the lead dross from melted lead. We have bought other metals from Mr. Steele, in his ordinary plumbing business, of which we presume you do not require a statement.

"Respectfully,

"A. PURVES & SON.

"Hon. W. C. WHITTHORNE,
"*Chairman of Committee Naval Affairs, Philadelphia.*"

"PHILADELPHIA, *April* 21, 1876.

"*Statement of old metals bought from F. W. Steele by A. Purves & Son.*

1874.		
Dec. 17.	915 pounds old scrap-lead, at 6¼ cents	$57 18
1875.		
Jan'y 25.	850 pounds old scrap-lead, at 6¼ cents	53 12
June 12.	1,074 pounds old scrap-brass, at 12½ cents	353 57
June 12.	3,509 pounds old scrap-lead, at 6¼ cents	
Oct. 13.	1,122 pounds old scrap-lead, at 6 cents	67 32
Nov. 4.	1,337 pounds old scrap-lead, at 6⅛ cents	81 89
Dec. 4.	3,193 pounds old scrap-copper, at 17½ cents	558 77
Dec. 4.	9,366 pounds old scrap-brass, at 13 cents	1,217 58
Dec. 4.	233 pounds old scrap lead, &c., at 8 cents	18 64
Dec. 4.	901 pounds old scrap-brass turnings, at 9 cents	81 09
Dec. 4.	7,207½ pounds old scrap-lead, at 6⅛ cents	441 07
1876.		
Feb. 18.	2,002 pounds old scrap-lead, at 6 cents	120 12
Mar. 14.	586 pounds old scrap-brass, at 12 cents	70 32
Mar. 14.	149 pounds old scrap-copper, at 16½ cents	24 58
April 14.	1,794 pounds old scrap-lead, at 6¼ cents	164 12
April 14.	400 pounds old scrap-brass at 13 cents	
		3,309 37

"The above is not connected with the statement rendered April 21, and embraces all the purchases we have had with Mr. Steele.

"CHARLES PURVES,
"*Of the Firm of A. Purves & Son.*"

The WITNESS. You asked me the other day about making a proposition to the Government to exchange iron fit for rerolling for the hulls of three monitors. We made them an offer, payable in iron, which would make the value of the hulls about $10,000 apiece. The proposition was, to us, how much iron we would give fit for rerolling for each one of these hulls. We made a calculation to give them so much iron. We calculated the value of the hulls in iron that we would give at about $10,000 apiece. The vessels were torn up; the machinery and the plating were taken off of them.

Q. As I understand you, then, you made them an offer of $10,000 for the hulls of the monitors after they were stripped of all the plating on the deck and sides?—A. Yes, sir.

Q. Your $10,000, then, would cover what metal was in the fastening of the ship to hold her together?—A. Yes, sir; and the copper sheathing on the bottom and sides. These vessels were of the Terror class.

By Mr. BURLEIGH:

Q. You have brought in a bill of metals which you bought of W. F. Steele. Are you acquainted with navy-yard work?—A. No, sir; I do not know anything about plumbing-work.

Q. Have you any reason to believe that this metal came from any particular place?—A. I have not. It was delivered to us from his place.

Q. From the price, it would appear that this material had all been used?—A. Yes, sir; it was fit for nothing but remelting; it was old scrap stuff.

Q. Did it look like ship-work?—A. It was ship-plumber work, I should think. It was all of that character. A ship-plumber is not likely to have anything else in the shape of old material except what is taken out of vessels.

Q. Do you think that had been taken out of old vessels?—A. Yes, sir.

Q. Was there any lead pipe in coils in this lot?—A. No, sir; nothing of the kind.

Q. Was there any pig-tin in it?—A. No, sir; it is not likely that they would sell pig-tin for the price of lead.

Q. Were there any pipes?—A. No, sir; there was nothing but old copper-pipe; it had been used. I do not know what else it could have been in the shape of copper.

Q. Was there any material that is used for galvanizing in the lot that you bought, in pigs or bars—I mean spelter?—A. No, sir; there was nothing that we got from Mr. Steele that was of any more value than that scrap-metal.

PHILADELPHIA, *April* 11, 1876.

WILLIAM P. REYNOLDS sworn and examined.

By the CHAIRMAN:

Question. You are a contractor with the Government of the United States, are you not?—Answer. I have been in two instances. I had a contract with the Government for breaking up two monitors at Washington and one man-of-war at the Philadelphia navy-yard.

Q. State the name of the two vessels at Washington.—A. The Hero and the Piscataqua.

Q. State the name of the vessel at Philadelphia.—A. The Nebraska.

Q. When did you make those contracts?—A. The contracts for the Hero and Piscataqua, in Washington, were made, I think, in April, 1875. The contract for the Nebraska was made later in the year. It was in July, I think.

Q. Was that contract in either instance made in regular form with the Department?—A. In both cases it was made by propositions submitted by me to the Department and accepted by them. I had competition in both cases, as I understand.

Q. Was the proposition of the Department submitted to the public by any advertisement?—A. In regard to breaking up the monitors at Washington, my proposition was worded in this manner. The Government had been breaking up monitors all over the country, and in every instance the iron which was recovered from the monitors reverted to the party who broke them up. I made the proposition, based on the same conditions and price as other people had done, knowing that I could have the iron which was recovered from the monitors at Washington to re-work into new iron. After I had been working, I think, for some month or six weeks, I received an order from the commodore to have my iron ready to turn over to John Roach. I thought it very strange, as I had made arrangements to ship the iron to a house that I am connected with—the house of Seyfert, McManus & Co., at Reading, to re-work into new iron; and I made complaint about it, but the Department insisted upon the iron going to Roach, and I delivered it to him. I have never finished my contract at Washington.

Q. You made a proposition to the head of the bureau, Mr. Hanscom?—A. No, sir; to the Secretary of the Navy. It was accepted.

Q. You proposed to undertake the destruction of the Hero and the Piscataqua at so much a ton?—A. Yes, sir; upon the same conditions as other people had broken up monitors.

By Mr. HARRIS:

Q. State your proposition in terms. What was your distinct proposal to the Secretary of the Navy?—A. My distinct proposition to him was this:

"I respectfully offer to you the following proposal to break up the monitors Hero and Piscataqua, now lying at the Washington navy-yard. I will break up the said monitors on the same terms and conditions that Pennock & Co. broke up the monitor Suncook in the Philadelphia navy-yard, the rate being six dollars per ton. Hoping that I will receive an early reply from you,

"I am, yours, &c.,

"W. P. REYNOLDS."

Q. That is, it was six dollars per ton?—A. Yes, sir.

Q. And that was accepted by the Secretary of the Navy?—A. It was accepted by the Chief of the Bureau of Construction and Repair.

Q. And you were directed to go ahead?—A. Yes, sir; I was directed to go ahead.

Q. And after prosecuting your work some time you received an order, as I understood you, to turn the iron of these vessels over to Mr. John Roach?—A. Yes, sir.

Q. A similar proposition, as I understand you, was made in the case of the Nebraska.—A. No, sir; the Nebraska was a wooden ship. I made a proposition in her case to break her up for $4,900, the material recovered to revert to the Government; I to be furnished by the Government with such tools as they might have or as were not in use in the yard, without any cost to myself, upon my giving a receipt for them and returning them to the Government when I was through. I went to work on the Nebraska and broke her up and completed my work. I had no difficulty at all.

Q. What became of the iron in that vessel?—A. It was turned over to the house of Seyfert, McManus & Co., which I represent.

Q. Have you any association with that firm other than that of agency?—A. Nothing more than being the party who has charge of all their Government work outside.

Q. Do I understand you to say party or partner?—A. I am no partner.

Q. Was any one interested with you in either of these contracts that you made with the Government?—A. No, sir.

Q. No one had any interest whatever in them?—A. Not any.

Q. You state that the work at Washington City is not completed?—A. As far as I am concerned the work is not completed. My contract was annulled. I owed men in Washington some money.

Q. When was it annulled?—A. I think it was a month or six weeks ago.

Q. For what reason?—A. I failed to pay my men. I could not get any money from the Department; the consequence was that the men would not work for me. I have not received any money from the Government for six or seven months.

Q. By the terms of your agreement, was there any security to be given by you in either case, or any forfeiture to be made?—A. None was asked, and none was given.

Q. Coming back, now, to the terms and conditions upon which you understood Pennick & Co. had destroyed a vessel here; what were those terms and conditions?—A. All that I know is that Pennock & Co. got the iron to re-work, and they were paid so much a ton. That is, the same rate as the Government agreed to pay me. The conditions were that they were to have the iron to re-work into new iron. They were to be paid for breaking the vessel up $6 a ton of 2,240 pounds.

Q. You claimed that the retention of the iron was part of your contract?—A. I looked at it in that light, and still hold that I am entitled to it.

Q. What were the terms upon which Pennick & Co. were reworking iron, if you know?—A. At the beginning of the contracts of Pennick & Co. and ourselves, I acting as agent for the house of Seyfert, McManus & Co., we were to pay the Government for old iron that we received from them 1¾ cents a pound, and the Government, in return for that, was to pay us 8 cents a pound for new iron that we delivered back to them. We worked upon that order a long time. Then the Government had some four or five hundred tons of 3-inch plates in the Philadelphia navy-yard which were originally intended for the Nebraska, the vessel that I broke up, which they desired reworked. It was very good iron, and we made a proposition to rework that up; by receiving three tons of the old iron we would give one ton of the new in return.

By Mr. HARRIS:

Q. You have been asked to state your contract with the Navy Department. You have done so. You say that refers to a contract with Pennick & Co. Now you are asked distinctly what you understood the contract of Pennick & Co. would be, you turn off and undertake to tell us what a contract was with Seyfert, McManus & Co.—A. I understood that the contract with Pennick & Co. would be that they were to rework all the old iron recovered, which they did do.

Q. At what rate?—A. At the rate of three tons for one.

By the CHAIRMAN:

Q. In making your proposition to the Secretary of the Navy you must have assumed that there was some advantage in that proposition of reworking the iron; what advantage was there to you or to any other person?—A. As representing the house that I did we were iron manufacturers, and our works were standing idle, and had been idle from six to seven months. We employed about 2,000 men; they were out of employment. We heard that the Government was making contracts for iron to rebuild monitors, and to enable these men to get work we made the proposition. The advantage to be gained from it was nothing more nor less than any other business transaction that a person would enter into. There was nothing unfair or unjust to the Government in any proposal that we made to the Department. Our proposition, we think, to this day, has been a losing one; at least so far as regards the iron to be reworked it has been a losing one, at the rate of three to one, to the house of Seyfert, McManus & Co.

Q. And is, therefore, a losing one to anybody who makes such a trade?—A. Yes, sir; I will not say that, because the kind of iron that we were required to furnish was different from a majority of other iron. Most of the iron other people furnished was plate-iron; ours was bar, angle, and all the iron that enters into ship-building, with the exception of plate-iron.

By Mr. BURLEIGH:

Q. Would the price of iron make any difference in a contract of that kind?—A. Yes, sir.

Q. Then a contract made when iron plate was 10 cents a pound would be better for the party receiving the old iron than it would be at a time when iron plates were only 7 cents a pound?—A. Yes; if he had a market for his old iron it would be. It will make a difference in the contractor's favor if iron is 10 cents a pound.

Q. And a decrease in the price of iron would result in a loss to the manufacturer on a trade like that?—A. Certainly.

By the CHAIRMAN:

Q. What is the average loss in quantity in reworking old iron; I mean such as is obtained from the United States Government?—A. That is a hard question to answer. The iron that I recovered from the United States Government from vessels is, in some

instances, sheet-iron, and the loss is greatly more than in ordinary iron. The average loss I should state to be 25 per cent.

Q. Then, in repaying the Government of the United States at the rate of one for three tons, it would be one and a quarter paid to the contractor to compensate for his labor and expense in the process of reworking?—A. Yes, sir.

By the CHAIRMAN:

Q. In plating that has been purchased by the Government, but never used upon any vessels, and which is new in character, what would be the percentage of loss in reworking?—A. New plating is no better than old plating. You have got to cut it up to rework it. You cut it up and make scrap-iron, and it comes under the same head as scrap-iron. The only difference would be the rust in the old plating, which would weigh, and you would receive no benefit from it.

Q. Then, assuming that you are correct, and that there is no difference between the new and the old plating, what is the percentage of loss in both?—A. I should say about twenty-five per cent.; no more than that.

Q. Are you unable to state to what extent the house that you represent, Seyfert, McManus & Co., have reworked iron for the Government or for the Navy Department?—A. To the extent of about eighty thousand dollars, putting it into money value. We have received from the Philadelphia navy-yard somewhere in the neighborhood of four million seven hundred and odd thousand pounds; say somewhere in the neighborhood of four million and three-quarters of old iron.

Q. Were not the contracts made by Pennock & Co. with the Navy Department, turned over, by order of the head of the bureau, to the house you represent?—A. They were not.

Q. No part of them?—A. The first order that we ever received from the Government was when Pennock & Co. were taking iron out of the Philadelphia navy-yard—old plate-iron. I went to Washington and succeeded in getting a portion of that old iron turned over to us, to rework into new iron upon the same terms and conditions that Pennock & Co. were reworking it. An order was issued to the commander of the yard to do that.

Q. To suspend the delivery of iron to Pennock & Co. and turn it over to Seyfert, McManus & Co?—A. Only a portion. The wording of the order was that "a portion of the iron heretofore ordered to be turned over to Pennock & Co. will now, under this order, be turned over to Seyfert, McManus & Co."

Q. Do you know a gentleman named Plant?—A. I know of him, and have heard of him, but I never saw him in my life that I know of.

Q. Was not he the successful bidder for the destruction of the Nebraska?—A. He was.

Q. How happened it that he did not get the contract?—A. I don't know.

Q. Did you pay him anything to get out of the way?—A. I never saw the man, and never heard of him.

Q. Did you pay him, directly or indirectly?—A. No, sir; I never paid the man anything in my life to get out of the way.

Q. Where does he reside?—A. I don't know him; I never knew him; he has never even been pointed out to me.

Q. What sum of money did the Department pay you for the destruction of the Nebraska?—Forty-nine hundred dollars. I will say further: I first made a proposition to the Government to break up the Nebraska for $5,750; I think, although I am not certain, because I have no knowledge of it, merely from what I heard, that a man named Plant made a proposition to break it up for $5,500. He agreed to go to work on it at a certain time, and to prosecute it faithfully. He drew up a contract in that way. The time came; the man didn't have the means to buy the tools, and could not go on with the work. It ran over some three to four weeks. I happened to hear of it, and made the remark that Mr. Plant was not going on with his contract. A party spoke to me, and told me that Plant had thrown it up. I said, "if that is the case, I will make a proposition," and I made a proposition to the Department to break it up at a less figure.

Q. Who was the party who told you that he had thrown it up?—A. I cannot say that; it was some workman in the navy-yard; I don't know who he was.

Q. Was it a workman in the navy-yard?—A. It must have been an officer or workman.

Q. Did you not get your information at Washington City?—A. I did not, that I know of.

Q. Did you get it from Mr. Hanscom?—A. I did not; emphatically, no.

Q. Or Mr. Steele?—A. Emphatically, no; nor from Mr. Hartt; nor from any of the naval constructors in the United States service.

Q. Nor from the Secretary of the Navy?—A. Nor from the Secretary of the Navy.

By Mr. HARRIS:

Q. What did you then offer?—A. I offered to break it up for $4,900, which bid was accepted, and I went to work immediately.

By the CHAIRMAN:

Q. Was there any difference in the terms and conditions of that second proposition 'om your first proposition?—A. Yes, sir. In my first proposition I asked that the 'ood should belong to me. They would not think of accepting such a proposition as ıat, and said it was to be given out by the commandant of the yard to the poor. then made a new proposition, and said that the wood and all the material taken ff the Nebraska should revert to the Government; and it did so.

Q. Had you any information as to the amount of Mr. Plant's bid at the time you ıade your second bid?—A. I knew it; I saw both bids. When I went down to know 'hether my bid was referred to the commandant of the Philadelphia navy-yard I had right to ask for the bids of both parties, and the bids of both men, I think, were hown to me by the commandant of the yard.

Q. Were both bids returned here?—A. Yes, sir.

Q. Was not your bid made in the first instance to the head of the bureau?—A. Both f them were returned here, and the contract was to be entered into with the comıandant of the yard.

Q. And Mr. Plant failed to execute his bond?—A. There was no bond asked from im, that I know of.

Q. Have you made any other contract or agreement with the Government, either ɔr yourself, or representing the firm of Seyfert, McManus & Co.?—A. Yes, sir. I made contract and purchased goods from the Government.

Q. Where and when?—A. At the Norfolk navy-yard.

Q. When was that?—A. It was in August of last year.

Q. What was it?—A. To purchase from them a large quantity of shot and shell laying .t Saint Helena and at Norfolk.

Q. Was that at public auction?—A. No, sir.

Q. From whom did you make the purchase?—A. From Commodore Jeffers.

Q. State generally the terms of the contract or agreement.—A. We were to pay ve-eighths of a cent a pound for all the condemned shot and shell at the Norfolk navyard, the Government to be at no expense for moving the same or handling it. I was ɔ take it from where it laid. I did so, and finished taking the material away last ıonth. When your committee was in Norfolk I was then shipping material from ıere.

Q. You paid money for that?—A. I paid cash for it.

Q. There was no exchange in that proposition?—A. No exchange at all.

Q. Have you had any other contracts?—A. We had a contract before that to take ɔme guns. We purchased a quantity of guns that lay at the Norfolk navy-yard. I ıipped those, I think, last April or May.

Q. What character of guns?—A. Cannon. It was a small amount. It would not nount to one hundred tons. In that same contract there was a fifteen-inch gun at ıe Philadelphia navy-yard, or at League Island, rather, and a thirteen-inch mortar, ɔndemned.

Q. Was that purchase made at any public sale?—A. It was not.

Q. It was a private purchase?—A. Yes, sir; it was sold under authority, I think, om Congress to allow a certain quantity of ordnance stores to be disposed of, for the ırpose of making tests in ordnance. There were $50,000 voted by Congress to be lowed to be sold by the Chief of Ordnance, and this was appropriated from that fund.

By Mr. HARRIS:

Q. You say there was not a hundred tons of guns?—A. There was not at Norfolk. here was one mortar, which weighed about forty tons, at League Island. To the ɜst of my knowledge, I think we bid a cent a pound for the guns in Norfolk and ıree-quarters of a cent a pound for those at League Island. The cause of the differıce in the price was on account of the extraordinary weight of the guns at League ıland. One of them weighed 52,000 pounds, and the mortar 38,000 pounds. The :hers were small guns.

Q. You paid cash for these?—A. Yes, sir.

Q. What was the fair value of such guns as these; did you get them under price?—. No, sir; I paid full price for them.

Q. What is the ordinary price of old cast iron in large weights?—A. There is no fixed alue for cast iron at the present time, or to any other kind of iron. If the Governıent wanted to sell to-day a large quantity or small quantity of large guns, I would ot give them over three-eighths of a cent a pound for them.

Q. Had you ever any other contract with the Government?—A. No, sir; with the ɛception of what I have enumerated.

Q. Did you have any contracts, or make any purchases at the navy-yard here at hiladelphia, of old material?—A. Not a single purchase.

Q. Did anybody with whom you are connected?—A. In August or September, 1875, ıe firm of Seyfert, McManus & Co. entered into an agreement with Nathaniel McKay ıat any purchases *that we would* make from the Government we would share and

share alike in the profits and loss. The goods that were purchased at the Philadelphia navy-yard by Nathaniel McKay were purchased for joint account. They were turned over to Seyfert, McManus & Co., and disposed of by them. They were taken to the warehouse on Queen-street wharf. At the same time that we were moving stores purchased by McKay at auction, we were also moving stores from the construction department upon the exchange basis.

Q. With whom did you have a contract for the exchange of new iron for old?—A. With the Chief of the Bureau of Construction and Repair, Mr. Hanscom.

Q. What sort of iron were you receiving upon that basis?—A. We received some seven hundred tons, I think, of bar-iron. Somewhere in the neighborhood of a million and a half pounds. They were very long bars.

Q. What was the character of that iron?—A. It is laying at the Queen-street wharf. It is all very fine iron and good iron; there is no doubt about it. I think it was a very good operation.

Q. When was that contract made for exchanging new bar-iron?—A. It was not new bar-iron.

Q. What was it?—A. It was old iron fit for no use, only for the use it was adapted to.

Q. What use was it adapted to?—A. It was adapted to the use of armor-bars and braces for the Nebraska, the ship that I broke up.

Q. What size were they?—A. They would run all the way from 3-inch, rounds and squares, up to 8-inch, rounds and squares. Some of it was flat iron.

By Mr. BURLEIGH:

Q. How wide was that?—A. It run from 4 inches to 16½ inches, the bars running as long as 30 to 40 feet.

Q. How thick?—A. The iron we took out of the Philadelphia navy-yard ran from a half-inch to 8 inches in thickness—3 inches by 8, or 8 by 6.

By Mr. HARRIS:

Q. Was any portion of that iron, iron which had never been used for any purpose?—A. None of it had ever been used.

Q. It was, then, new iron?—A. Yes, sir.

Q. Made for a special purpose or adapted to a special purpose?—A. I don't know what it was made for. I know I found it in the navy-yard, and it was turned over to me by proper orders, received from Washington.

Q. Was any of it merchantable iron?—A. We never were able to sell any of it as merchantable iron.

Q. Could you buy this size at the iron-stores?—A. Most undoubtedly you could.

Q. How many pounds were there?—A. Four million five or six hundred thousand pounds of iron all told.

Q. But I mean this last lot?—A. The last lot was a million and a half pounds.

Q. I am speaking of the iron that you were taking out of the yard at the time of the removal?—A. I have been talking about the general matter. The iron that we took out of the yard at the time of the removal was composed of bars and scraps.

Q. Were you under a contract to return to the Government one for three tons of new iron for that last contract?—A. The Government at the time we were taking this iron out was in our debt, and it is still in our debt. We delivered iron all through last year to the Government here, and received no pay for it. The only means by which we could get our pay was taking iron out of the yard during the latter months of the year.

Q. By what arrangement or contract?—A. By orders from Washington, ordering the commandant of the navy-yard here to turn over to us all such iron as was not available for immediate naval purposes.

Q. I asked you whether or not under any arrangement you were removing iron from the navy-yard while it was being broken up. You answered yes, that you had an arrangement with McKay by which you took all of the iron that he bought at auction, and were to sell it on joint account. Besides that, you took bar and other iron which you were to work under the exchange system. I then wanted to find out how much you got under the exchange, and how much you got under the McKay contract; state that, keeping them distinct.—A. It is impossible for me to tell you.

Q. You had an arrangement by which you took certain iron not needed for immediate naval purposes, on the exchange system?—A. Yes, sir.

Q. Now you say that the Government owes you?—A. Yes, sir.

Q. Did you deliver more new iron than you should have delivered on that system?—A. No, sir. We delivered iron in this manner: The commandant here sent an order to us to furnish this yard with a certain quantity of new iron. We furnished that quantity of new iron, and made it ourselves. We did not get our pay for it; that is, in old iron. By some hitch or crook in Washington they did not issue the orders to us until the latter part of the year.

Q. That is to say you had not had the old iron that you were entitled to under the contract. Is that what you mean?—A. Yes, sir.

Q. Do you claim that the old iron which you did receive during the removal of the navy-yard was iron that you were entitled to under that contract?—A. Part of it.

Q. What part?—A. All that was not purchased at auction by Mr. McKay.

Q. That is to say, all that you received from the Government, which Nat. McKay had not purchased and sold to you, you were receiving under your exchange contract, and you were entitled to it from the fact that you had advanced to the Government new iron faster than it had supplied you with old? That is the true statement which you mean to be understood as making, is it?—A. Yes, sir.

By Mr. JONES:

Q. As I understand, the commandant required you to furnish so much iron?—A. We went on and furnished it.

Q. Was that when it was required that you should be paid in old iron?—A. Yes, sir.

Q. When the requisition was made to you that you should make new iron for it?—A. Yes, sir; the Government made a requisition on us for new iron.

Q. And in that requisition did it state that it was to pay you in old iron for it?—A. Yes, sir.

Q. You can show that, can you?—A. Yes, sir.

By Mr. HARRIS:

Q. Was the old iron which belonged to you under the exchange system weighed as you received it?—A. To the 19th day of December I think it was; at all events, in the middle of December the scale was taken away, and we made an agreement with the naval constructor to take it to the Queen-street wharf and have it weighed by the sworn weighmaster, and a return made of it to the Government. We have not had it all weighed, but are ready to make our return to the Government as soon as the balance is weighed.

Q. How was it removed?—A. In scows and lighters.

By Mr. JONES:

Q. Where does that which is not weighed remain?—A. On the wharf; all indoors and locked up.

Q. What is the reason that you have not weighed it before this time?—A. We have had no facilities for weighing it, except by going to an expense of $2 a ton.

Q. You are waiting to get a chance to sell it, before you weigh it?—A. Yes, sir.

Q. You bought it from the Government and put it in stores?—A. It is in a Government bonded warehouse. We have no control over it. We have sold it now, and are going to weigh and deliver it.

By Mr. HARRIS:

Q. Then you say that the iron was put on board scows by you, at your expense, transported to the bonded warehouse, and there delivered at your expense into that warehouse, and you say that you have had no charge of it since?—A. Yes, sir.

Q. As fast as you sell it, it is delivered by the warehouse to you?—A. Yes, sir.

Q. Has not the warehouse the means of weighing it?—A. Yes, sir; when it is taken out; when we order it. They charge us for storage when we take it out.

By Mr. JONES:

Q. How do they know what to give a receipt for?—A. We have never received a receipt for it.

Q. Did you ever put anything in a bonded warehouse when you did not get a receipt for it?—A. We never got a receipt there.

By Mr. HARRIS:

Q. Who was at the head of the bonded warehouse?—A. It is known as the Pennsylvania Warehousing Company, of Philadelphia.

Q. Who is at the head of it?—A. I cannot say, though I am under the impression that a man named Scott is secretary or treasurer. He is Tom. Scott's son. I would not say, but I think Jamison is president.

Q. When you put that iron there did you get any kind of a receipt? Have you anything to show that you have any iron there?—A. Most undoubtedly we have.

Q. What is it?—A. We have certificates to show that we have, I think, some seven hundred tons of iron there.

Q. How do you know that? It has not been weighed, has it?—A. That is iron that has been weighed; it has been there since last August.

Q. Have you any receipt for the iron which we are now talking about?—A. No, sir; we have received no receipts for iron that was taken out of there after the scales went away from the navy-yard.

Q. How are you to determine hereafter that you get the iron which you took from the navy-yard?—A. We know the iron, and know where it is.

Q. Is it stored in one pile?—A. Yes, sir; it is stored on one pier and locked up separate from everything else.

Q. You say that that iron was all received on the exchange system?—A. Yes, sir.

Q. And that when its weight is ascertained you will be charged with the amount?—A. Yes, sir; by the Government.

Q. To be paid for in new iron at the rate of three for one?—A. No, sir; I don't say that.

Q. What is the contract?—A. It is just as the orders read. I am under the impression that under our contract we are to be paid 8 cents a pound for the new iron, and to receive old iron at a cent and three-quarters a pound.

Q. You have been speaking about an arrangement called the exchange system, where three pounds of old iron were given for one pound of new. I ask you now whether the iron received from the navy-yard last year on the exchange system was received three pounds of old for one pound of new iron?—A. There were received 877,000 pounds of three-inch plate at the rate of three tons of old for one ton of new.

Q. Have you delivered the new under that contract?—A. Yes, sir.

Q. What other contract have you for exchange?—A. Orders from Washington.

Q. What is the nature of those orders?—A. To turn over to us iron to be charged at a cent and three-quarters for old, and eight cents a pound for new.

By Mr. JONES:

Q. It appears that you did not deliver the new?—A. We delivered that before the navy-yard broke up. We have some lying now ready to be delivered.

By Mr. HARRIS:

Q. Under this last contract you suppose that you have delivered as much new iron as the Government has a right to call on you for?—A. No, I think we owe the Government something. I think we have not delivered the whole of it.

Q. But you delivered a large portion of the new iron under this last contract, before you received the old scrap-iron?—A. Yes, sir; certainly.

Q. The old scrap which you did take out of the yard in scows last year, and which is now in the bonded warehouse, was delivered to you on that contract, was it?—A. Yes, sir.

Q. And you cannot determine how much you will owe the Government in the shape of new iron until this iron is all weighed and disposed of?—A. Yes, sir; I can determine that very easily by saying that the Government will owe us.

Q. You cannot determine it exactly?—A. I think the Government will owe us.

Q. They will owe you some old iron?—A. Yes, sir.

By Mr. JONES:

Q. What kind of iron have you been delivering to the Government for the last year?—A. Bar-iron, &c; our own brand, Seyfert, McManus & Co.

Q. Is it refined iron?—A. It is double-refined iron.

By Mr. HARRIS:

Q. State whether or not under that contract you are called upon to deliver to the Government new iron worked to shapes which they require?—A. Yes, sir; we have some now at our works.

Q. State in what forms the iron has been worked which you have delivered under the contract?—A. It was rolled by us into shapes. There was large iron; there was some plate-iron that was nine feet wide, eight feet long, and an inch thick; the plates weighed two and a half tons each. There was some hatch-capping iron; it is very expensive and tedious to make. We have that now at the works.

Q. You have to roll to dimensions?—A. Yes, sir.

Q. In such form as the Government requires?—A. Yes, sir.

Q. Without extra charge?—A. Yes, sir; we give them all sizes of iron.

Q. So that whatever form they demand you are obliged to roll it in, at 8 cents a pound?—A. Yes, sir; with the exception of very rare instances.

By Mr. JONES:

Q. On bar or round bolt-iron it is 8 cents a pound?—A. Yes, sir.

Q. I understood you to say that they would get the weight of this iron, as you sold iron down there?—A. As soon as we sold it.

Q. But it is sold?—A. Yes, sir.

Q. I thought you bought it to exchange and roll over?—A. We do not consider that the Government has any control over it after we take it; it is our property.

Q. Do I understand you that you deliver the Government net tons?—A. No, sir; we deliver them gross tons, and receive gross tons.

By Mr. HARRIS:

Q. Do you roll or furnish beams for buildings?—A. Yes, sir.

Q. Can you furnish them under this contract at 8 cents a pound?—A. We have furnished ship-beams, but not building-beams.

Q. You do not know, and cannot say exactly, how much iron in weight you received under this last exchange contract from the Government?—A. We did not separate our contracts; we run them together, and the total weight of the old iron that we have received so far is about four millions five or six hundred thousand pounds. The total weight of new iron that we have delivered is a million and a half pounds.

Q. Don't you have to keep separate the different deliveries of old iron to you in order to determine how much of the exchange iron is to be delivered to the Government under each contract?—A. No, sir; we just take that amount that was ordered to be turned over to us at three tons for one, and deduct that from the aggregate amount.

Q. Now as to the question of the delivery of the iron: Was there any iron delivered to you on boats during that removal, which has not gone into the bonded warehouse, or which has not been accounted for by you to the Government?—A. There was iron that we took away from there, that we purchased at auction, some of which did not go to the bonded warehouse; but no iron that we took from the construction department on the exchange basis went anywhere else but to the bonded warehouse.

Q. Did you or your firm buy any iron independent of Nat. McKay?—A. No, sir; not a pound.

Q. Did you have charge of the receiving of the iron which McKay bought at auction?—A. I did.

Q. What was done with that iron?—A. I sold it.

Q. Where was it carried?—A. Part of it was carried to the Queen-street wharf, part to Trenton, and part to Wilmington.

Q. Have you sold it on joint account?—A. Yes, sir.

Q. Was that iron which was sold at auction to Nat. McKay in piles separate from the most of the other iron in the navy-yard, or where was it kept? Where did he take it from?—A. What he bought from the ordnance was in the ordnance warehouse. What he bought from the engineers was in the engineers' department, or branch of the yard. What was bought from yards and docks, if there was anything bought from them, was in their separate ground.

Q. Do you know the amount of each of these different purchases?—A. I do not.

Q. Was that iron bought at the last sale in November?—A. Yes, sir.

Q. Do you know anything about twenty tons of scrap-iron bought from the engineering department?—A. Yes, sir; I know that Nat. McKay bought it.

Q. Do you know that you transported it?—A. I never did. I know that we had quite a time with it. I know that Mr. Newell, the engineer of the yard, estimated it to weigh twenty tons. We were a long while before we thought of taking it out, having other business to attend to; and at the time of the delivery the scales were up and we offered to estimate it. He would not estimate it, but wanted us to pay him for sixty tons after first making the estimate for twenty tons. Mr. McKay refused to pay him. He then insisted on our taking it and hauling it two or three squares out of the yard at our own expense to a sworn weigh-master, to be weighed, and then brought back into the yard. Mr. McKay refused to do anything of the kind. It finally wound up by Mr. Newell, the engineer of the yard, allowing McKay to bring a lighter there. They measured the lighter light; took her displacement, and then put the iron in, and measured her afterward. The iron was delivered to us, or to Mr. McKay, at that weight, which was thirty-three tons, I think. The Government did this. We had nothing to do with it. The iron was taken, I think, to Kensington and sold up there. It weighed thirty-three and a half tons.

Q. I notice also in the same department fifty tons of scrap cast-iron.—A. I had nothing to do with it.

Q. He didn't buy it?—A. No, sir.

Q. "Five hundred old boiler-tubes." Did he take those?—A. Yes, sir; he bought them and paid for them.

Q. "Three thousand feet of iron boiler-tubes." Did he take those?—A. Yes, sir.

Q. How were these weighed?—A. In the same manner. They had no scales there. They were measured. They took the manufacturer's scales of weights, measured them, and made the bill out, and they forced him to accept that weight and to pay for it, with no redress. If the goods fell short they refused to make it good. But, as luck would have it, they measured them, made out their own bill, and McKay paid it; and when we took them to the bonded warehouse we weighed them taking them in. They sent a man up there to watch the scales. He watched them, and I believe it overran something. They made out a bill and we would not pay it.

Q. How much did it overrun?—A. I could not tell you.

Q. Was it something like a hundred dollars in value?—A. Something like that.

Q. They were paid for by measurement before they were taken?—A. Yes, sir; and a receipt was given in full.

Q. I notice two marine-boilers, iron tubes, estimated to weigh twenty-five tons each?—A. They were bought by McKay.

Q. Were they paid for at twenty-five tons apiece?—A. I don't know that.

Q. Two marine-boilers, composition tubes, estimated to weigh forty tons each; did he buy those?—A. Yes, sir.

Q. They were not weighed?—A. No, sir; they did not require to be weighed.

Q. He had to pay for them at this weight, as you understood?—A. Yes, sir.

Q. What else did he buy in the shape of old iron. Did he buy any pieces of the Suncook?—A. I don't think so.

Q. Did he buy the crank-shaft of the Chattanooga?—A. He did not. We would not have it for a gift. Lots numbered thirteen and fourteen on the catalogue were purchased by McKay.

Q. Were they purchased by the piece?—A. By the lump.

Q. They were not weighed at any time?—A. No, sir; there were several hundred tons in them.

Q. Did he purchase anything in the equipment or ordnance department?—A. He did in the ordnance department.

Q. What did he buy there? I see "one hundred and one 24-pound rammers" here.—A. He didn't buy them. In fact, come to think, I don't think he bought anything from that department; but we bought at the sale previous to this a lot of material that we didn't take out until that time.

Q. What month?—A. I think it was in October.

Q. Then goods that he had bought at a previous Government sale remained there until this last one?—A. Yes, sir; they were taken out together.

Q. Were all articles not sold by the piece or by fixed weights weighed by you?—A. They were weighed by the Government, with the exception of what I spoke to you about.

Q. Did there come into your possession, as the property that Nathaniel McKay had bought at either of these auctions, any property which was not weighed which should have been weighed?—A. No, sir.

Q. Did you obtain more goods under that purchase than were put up at auction?—A. No, sir.

Q. Did you have the superintendence of the transportation of these goods from the store-house to the boats?—A. I did from the navy-yard to the lighters.

By Mr. JONES:

Q. Did I understand you to say that you got this large amount of iron from the navy-yard just previous to its removal to League Island?—A. Yes, sir; a very large quantity of it.

Q. By order, as you state. Who was the order from?—A. Isaiah Hanscom.

Q. How long previous to the removal of the yard did you have that order?—A. For a whole year; we were running all the time.

Q. You testified here that there was an order to deliver to you all iron such as was not required in the construction department?—A. Yes, sir; I think you will find the order to deliver us that iron was dated August 27, 1875.

Q. Was it under this order of last August, that you took away iron in December?—A. Yes, sir.

Q. Why did you not take it away before?—A. We were working on it all the time.

Q. Were you taking away iron from August up?—A. We were taking away iron for two years; from April 27, 1874.

Q. When did you get the order to take this last iron that you have down in the bonded warehouse which is not weighed?—A. That was under the order of August.

Q. By whose consent did you take it from here and put it in the bonded warehouse, without its being weighed. What authority did you have to take it, and put it in there?—A. I went to Naval Constructor Hartt, and informed him that we were taking away iron there, and the scales were up, and that we were unable to weigh it. I told him if we were allowed to take it over there as soon as we weighed it we would return the weight to the Government. He wrote a letter embodying that statement to Washington.

Q. Did he address it to the commander of the yard?—A. I think he addressed it to Isaiah Hanscom, through Mr. Steele.

Q. Did you get an order back from the chief of the bureau to take that material from the yard and put it in the bonded warehouse without being weighed?—A. No, sir; I took it away by consent of Constructor Hartt. He gave me a pass to pass it out.

Q. Without its being weighed? And then you put it in the bonded warehouse under the orders of Isaiah Hanscom?—A. I say that he (Hartt) made a statement to Washington that he had done so.

Q. He gave you the orders before he made that statement, did he not?—A. I don't think there was any order about it. Naval Constructor Steele came here sometime in December with a request from the chief of the bureau at Washington, to get a com-

plete statement of all iron that we had received from the Government. At that time we were taking the iron out of the yard, and the scales were up. Mr. Hartt made a statement to Washington, saying that we were taking some iron out of the yard there; that there were no scales, and that he had allowed us to take it to the Queen-street wharf to the bonded warehouse there, and we should return the weight to him as fast as it was weighed. We did so. We have a sworn weigh-master's certificate for all that has gone out, and as soon as we get the balance weighed we will return that to him. If there is any harm in that, certainly it is for you to judge for yourself.

By the CHAIRMAN:

Q. Do you remember the investigation that was made under the orders of Commodore Preble, about certain missing material from the yard?—A. I do not know any more than this: I was in Washington for some three or four weeks. When I returned I found a certain man, named Rowbotham, an engineer in the Navy, and found that he was running around talking of Reynolds's warehouse. Reynolds had no warehouse of course. I asked what was the matter. They said that I had taken some copper pipe or something that belonged to the Antietam. They wanted to know when it went out, and I think he named a date, and stated that he had seen it in the morning, and it was gone in the evening. They told him that I was not here but in Washington, and as soon as I returned they would send me down. I returned in the course of a week or so. I went down to the yard and reported. I found the board of investigation there investigating the case of some things which had been lost. I went in to the board, and they asked me some questions. The first question I think was whether I had seen those articles. I told them that I had not. I think the specification said that they were taken out at a certain time. They wanted to know whether I could throw any light on the subject. I told them I could not. Then they wanted to know whether I had not taken them. I told them I had not. I also told them that I had not had a team in the yard for a week at the time they charged that these goods were taken. People had been removing goods out of the yard. I then stated that if goods went out of the yard it was the fault of the yard authorities in not stopping them at the gate. There were no passes there allowing any of my teams to go out.

Q. Did you have a clerk or any agent of yours in charge of the bonded warehouse, or the room in which your iron was stored?—A. No, sir; we have no authority to have any clerks in charge of anything at the warehouse. The Warehousing Company have. They locked it up and have the keys, and have complete control of it. We cannot get in there ourselves, except by their permission.

Q. Did the board intimate to you in their examination that they had made a request to enter that room?—A. You are referring to the wrong investigation. This was another investigation. There were several of them.

Q. Did you at any time endeavor to prevent an examination into the quantity of material stored at the bonded warehouse?—A. Never. I took the board there, composed of Civil Engineer Stratton and others. I requested Captain Wells to go over, he being one of the parties appointed on the board. He wouldn't go, but a man named Roon, a master-mason in the Navy, went. I told them to point out anything that they claimed and they could have it. They went over and ascertained that there was some old iron and other things of theirs. I told them I would take it out and return it to them at my own expense, which I did.

Q. How much of it did you return?—A. I don't know that. I have the receipt of Civil Engineer Stratton as to its return.

Q. Have you any idea how that came to be stored with yours?—A. Yes, sir; I have an idea. At the time of the breaking up of the yard my men were there pulling out old iron that would have reverted to the Pennsylvania Railroad Company, in case it was not taken out. I told them if they saw any old iron lying around there belonging to the construction department to take it out. That was my instructions to my men. They had an idea that they could go along, and whenever they saw iron under the bricks, for instance, they would clean it, and roll them down, and put it on the lighters. As it is, there is any quantity of material lying in the Philadelpia navy-yard to-day that reverted to the Pennsylvania Railroad Company.

Q. How do you make that out?—A. It is covered up there under the debris.

Q. To have been caught in that position there must have been some neglect of duty on the part of some one, it seems to me?—A. Well, I suppose there was.

Q. Whose default was that?—A. You know my opinion about the destruction of the yard, anyway, is not very good. I am of the opinion that it was the most wanton destruction of property that I ever heard of.

Q. Wanton on the part of the contractors?—A. Yes, sir; I think it was an outrage to allow buildings to be torn down in the manner in which they were torn down there.

Q. Do you mean Mr. Rice?—A. I mean Mr. Rice.

Q. I note that you in the whole course of your testimony employ the plural "we;" why is that?—A. I didn't mean it; I corrected myself whenever I found it out. I

had no connection at all with McKay, with the exception of the interest that we had in these auction sales.

Q. What interest did you have in them?—A. By the agreement we were to share and share alike in the profit and the loss—that is, McKay and the firm of Seyfert, McManus and Co., and not myself; I am merely acting as their agent.

Q. Have you any interest in the profits made by Seyfert, McManus & Co. in these matters?—A. I have a percentage or commission, as you might call it.

Q. A commission on profits, or on the amount of sales and purchases?—A. A commission on the amount of sales and purchases.

Q. Did you charge a commission in all this matter in which McKay and they are interested?—A. I have never made any charge.

Q, Do you expect to?—A. I expect to. There is merely a difference of opinion between Mr. Seyfert and myself in regard to it; one don't think he should pay as much as the other one does. Seyfert don't think that he should allow me the price that I ask. There was a board of investigation ordered some time in December, I think, composed of Chief Engineer Newell, Wells, Stratton, and Roon. They made a report to Commodore Preble, and the Commodore forwarded the report to Washington, and also a letter to Commodore Howell, in which he makes use of these words: "I have instructed Captain Wells to notify Mr. Reynolds to return the goods in his warehouse at his own expense." Now if Commodore Preble, and the officers connected with the yard, had looked into their orders they would have found that I, individually speaking, never had a contract with the Government with the exception of breaking up the Nebraska. In their orders with reference to me, they treated me as if I was the contractor there, while I was not. I very often received orders about the movement of teams, about the disposition of material at the wharves, and about things that I had no more interest in than you have. He then goes on and says that "Mr. Reynolds's mistake in taking goods, to which he had no legal right, renders his reputation for honesty at least equivocal." He placed himself upon record in the Department. I am perfectly satisfied to have the Department or any other person make these charges against me.

Q. Did you see the Secretary of the Navy when he was here, some two weeks ago?—A. I did, at a distance.

Q. Were you not in his room?—A. I was not.

Q. Were you not in a room or office with him during his stay here?—A. I was not, and I didn't speak to him.

Q. What are your relations with the Secretary of the Navy?—A. I have no relations with him at all.

Q. What are your relations with Mr. Hanscom?—A. Merely friendly and social. I have had a long acquaintance with him. Our acquaintance, of a standing of two years, has been a very pleasant one.

Q. Of what State are you a native?—A. Of Pennsylvania.

Q. Have you held any position in this navy-yard?—A. Never.

Q. Or in any other?—A. Never.

Q. Have you held any position under the Government?—A. Never, except as a soldier. I lost my arm in the battle of Gettysburgh.

PHILADELPHIA, *April* 11, 1876.

WILLIAM M. SEYFERT sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of Seyfert, McManus & Co., of this city?—Answer. Yes, sir.

Q. Have you been interested in various matters in connection with the Navy Department of the United States, in the way of purchase and exchange or sale of material for it?—A. Yes, sir; of exchange. There was, however, a time that we made sales during the rebellion, furnishing guns for the Government.

Q. What has been the nature and character of your business with the Navy Department since the year 1870?—A. I don't think we have gone so far back as that. I think 1873 or 1874 is about the time we started in in regard to this bar-iron which we furnished the navy-yard at Philadelphia, in exchange for old iron.

Q. State your dealings, and the extent of them, as succinctly as you can.—A. We have made an exchange with the Government, giving them new iron for old. That is about all there is in it.

Q. You took old iron at what price?—A. We took old iron at 1¾ cents. We make them iron, I think, at 8 cents. There was another transaction in which we took three of old and gave them one of new. They proposed making the same arrangement with us as they did with other parties. We had been wanting to get something to do for the Government from time to time. Our works are large. We employ in the neigh-

borhood of 1,800 to 2,000 men. I had gone over to Washington on several occasions for the purpose of getting something from the Government to keep our men employed. I was a long time about it. I had others as well to use some influence, but failed. It was not this iron we were after, but some plate-iron for ships of war which had been partly promised to us. Somehow or another it all came to nothing. Then, toward the last, there was a proposition made. It was said that there was some iron wanted at the navy-yard at Philadelphia, and that if we were able to supply the character of iron that they wanted and the quality, &c., they would give us an order exchanging old iron for new. We have done that. We have some orders on our books yet unfilled. They are for a small amount. I think there is some little iron in our possession not yet delivered. We are ready to deliver it, and have always been, but they have no place to receive it.

Q. Are you able to state the quantity received by you under your contract or contracts in which you bought, or agreed to take, old iron from the Navy at 1¾, and to return new at the rate of 8 cents per pound?—A. I am not. I suppose our books will show. I know very little about the details, not having charged my mind with those matters particularly. The clerks in our office will probably be able to state that fact.

Q. Have you anything to show the exact terms and dates of these several transactions with the Navy Department?—A. We have orders for everything that we have transacted with the Government. Our transactions have always been as regular as possible, and I have been somewhat surprised to see the statements in the papers regarding our firm.

Q. You are not able to state, without reference to your books, the dates or the amounts of these several transactions?—A. No, sir. I have not charged my mind, having no idea of anything of this kind, of course. I can only say that there have been two transactions, but first of all that was for plate iron. We bought iron considerably lower at that time, and we were getting a fair price, but no more than others.

Q. When you say others, you mean others who had been contractors for the Government?—A. Yes, sir; furnishing iron as I did.

Q. Who were the others?—A. I don't know, but I think it was said to us that Pennock & Co. were working under their orders.

Q. And Mr. Roach and others?—A. They are making iron now, but I don't think they did at that time, although I suppose Mr. Roach has been getting a good deal that iron, the same as others, and furnishing a good deal of plate-iron.

Q. Your business has been entirely in the nature of exchange?—A. Yes, sir, altogether.

Q. There has been no absolute purchase by you?—A. No, sir. We wanted to purchase. We did not want to exchange this iron. We had plenty of scrap-iron. But, in order to get something to do to keep our men employed, we tried everything that we possibly could. All our neighbors were having something to do with the Government.

Q. Did you pay any fee or commission to anybody in order to secure this contract or make this arrangement?—A. Not a cent. I never did and never would.

Q. Did you ever make any present to any one?—A. No, sir.

Q. Of whom is your firm composed?—A. Our firm is composed of myself and brother, Mr. McManus, and Mr. Trexel. There are only a few of us in the concern.

Q. Is any one connected with the naval service in any way interested with you in your business?—A. No, sir.

Q. Is any Navy contractor interested with you in your business?—A. No, sir.

Q. Is not Mr. McKay interested with you?—A. Nothing more than we have purchased from Mr. McKay. We have purchased a good deal of iron from him, and sold a good deal to him.

Q. Were you not interested with him in the profits of iron that he purchased?—A. So far as we purchased, yes, sir. We purchased the iron from Mr. McKay. We made advances. He had not the money. We paid him for the iron and sold it. He was to give us half the profits.

Q. You advanced the money?—A. We paid him the money.

Q. That was to enable him to make the purchase—A. Yes, sir.

Q. You then divided the profits?—A. After we took charge of the iron, we sold it and divided the profits; in other words, he gives us one-half the profits.

Q. What interest has William P. Reynolds in this contract?—A. He has no interest at all in it, to my knowledge.

Q. Does your firm pay him any commission on account of that transaction in any way?—A. He has been attending to our business so far as shipping is concerned. We pay him the same as we would anybody else.

Q. Do you pay him a regular, stated salary?—A. He has been our man, and he has been going out selling goods for us, and we pay him a commission. It is just so in buying scrap. We pay him a small commission as we do some of the other parties outside of him, whom we have in our employ.

Q. Have you made sale from your establishment to any officer of the bureau or any officer of this *navy-yard, of any* material on private account?—A. No, sir.

Q. Nor of any merchandise that you control?—A. No, sir.

Q. Have you made any loans to any such parties?—A. O, no, sir; we stand entirely free and clear from that. We paid nothing to anybody. What was done, was done by myself pretty much, although a former member, Mr. McManus, who is now deceased, had been spending a good deal of time over at Washington. We had put in a great many bids for the dry-dock at Key West, and many bids for plate-iron, and one thing and another, but we never got anything, although there would be no better prepared mills in the country to do the work than ours. That plate-iron had been promised us, but we never got any of it, and, I suppose, to let us up a little, they gave us a little of this iron to exchange.

Q. In the bills rendered by your agent, Mr. Reynolds, has he ever rendered an account in which he has stated that he had paid out or been put to any expense for and on account of your business to enable him to secure any contract?—A. No, sir. The details outside of our contracts I know very little about.

Q. In any contracts that he has made or alleged that he had made with the Government, has he rendered any such statement to you if he has made any?—A. He has not made any. If he made any he made it for himslf. That is, so far as cutting up some vessels was concerned. We were to have the iron, but, unfortunately, we did not get that. Some of the other concerns got the iron. He took the contract for himself and not for us. Cutting up vessels is outside of our line of business. We don't want to bother about that.

By Mr. HARRIS:

Q. Did you receive under a contract for exchange iron that was in the navy-yard at the time it was being broken up last fall?—A. I don't know that we did. If we did we were working under the contract that we had. As I say, there is iron due us now. They owed us at one time thirty or forty thousand dollars. We did not want this iron. We wanted the money. I had been at Washington on several occasions in order to get the money, but they told me that there was no appropriation; that they had no money.

Q. And that you must take iron?—A. They offered me iron, and I thought probably the better way would be to take it.

Q. At the time they were breaking up the yard was not iron shipped from the yard in the barges over to a bonded warehouse near your wharf?—A. That is something that I don't know anything about. If there was any iron that belonged to us on the exchange, I suppose it would be there.

Q. Would it be on your wharf or in the bonded warehouse?—A. There is some belonging to us at the bonded warehouse now.

Q. For what reason do you keep it in the bonded warehouse?—A. We have raised money on it.

Q. As it lies there?—A. Yes, sir.

Q. Do you know whether it has been weighed?—A. Yes, sir. I suppose there were, probably, six or seven hundred tons; there was not that much there. Some of it went up to Reading; some we sold, and some is lying there now. That is straight plates that have never been used.

Q. And bar-iron?—A. I would not call it bar-iron. It is heavy iron. Nobody could use it except for forge purposes. We did not want it. We would rather have light plate-iron.

By Mr. BURLEIGH:

Q. Do you say that it is very nice iron?—A. It has never been used and is nice iron, but it is not worth anything. I would rather have scrap-iron. If we sold it we could not get $30 a ton for it.

By Mr. HARRIS:

Q. Is not this the fact, that some iron that was shipped over there was not weighed at the yard and has not been weighed yet, and awaits to be removed from the bonded warehouse before you can get the weight of it?—A. That I don't know.

Q. Which member of your firm would know it?—A. I suppose Mr. Reynolds would know it. He is the shipper who attended to the shipping of it.

Q. You call it your iron; that is, subject to your order?—A. Yes, sir; the exchange iron belongs to us.

Q. Except that it is in the bonded warehouse?—A. Some of it is there. I don't know that you can call it a bonded warehouse. It is the Pennsylvania Warehouse. The iron is there and we have borrowed money on it; not only on that but on a great deal of stuff at these times.

Q. Do you know whether the Government knows how much there is there?—A. I suppose the Government has the account of it. We sent an account of all that has been weighed to the Government.

Q. Has it been weighed?—A. I think so.

Q. I desire to suggest to you that Mr. Reynolds says the iron in the warehouse was

noved without weighing, for the reason that there were no scales in the yard.—A w, you are referring to a different lot of iron. This is not bar-iron. This bar-iron ıt is piled up is on the warehouse property but not under cover. It is lying out-e, on the wharf, but there is another little lot of iron that I heard something of that lying in the warehouse, and this iron was from the navy-yard. The scales had ·n removed, and it is there waiting to be weighed now, I believe.

Q. Then it has not been weighed?—A. I don't know that it has or has not.

Q. That you call your iron?—A. I think it is. It comes under the exchange of old n.

Q. Did not you take into your custody all the iron that Nat. McKay bought on joint :ount?—A. Yes, sir; pretty much all that he bought.

Q. It came to you?—A. As far as I know it did.

Q. Have you given him credit for it?—A. Yes, sir.

Q. And have been selling and using it?—A. We have been selling a good deal of it.

Q. Were you present during the time of the transportation of that iron?—A. I was wn at the yard but once during all the time.

Q. You were not yourself personally cognizant, then, of what took place at the time the removal?—A. No, sir.

Q. You took what came to you as the iron bought by McKay on joint account?—A. s, sir. We paid for it and took it in charge afterward. McKay was a perfect anger to me at the time.

Q. Do you know of his getting any more iron in that way than he purchased?—A. at I don't know anything about.

Q. State whether or not the scrap-iron which he bought was of a different charac- from this iron which you were exchanging with the Government?—A. Yes, it was newhat different. It was made up of old boilers and loose scraps lying around the rd thrown together for sale.

Q. Shot and shell?—A. Yes, sir.

Q. Cast and wrought iron?—A. It was all mixed up, cast iron, &c.

Q. Do you know the amount of it?—A. I do not. After the iron had been weighed ıre was a bill sent to Mr. McKay, who brought it to us and said there was so much e for iron purchased, and I gave him a check paying him for the iron. I don't know ıether he paid the check over or whether he got the money.

Q. You understood that you were advancing the money to enable him to pay the vernment?—A. We bought the iron from him. He had not the money; that is, I ink he had not.

Q. Do you remember how much money you advanced him?—A. That I don't know.

Q. About how much?—A. I could not say that. The checks were made out and ought to me to sign.

Q. What is the name of your clerk who could, from your books, with the most readi- ıs give us this whole history?—A. Mr. John M. Mais.

Q. Do you take an active part in the business now?—A. We have an office in Philadel- ia here in co-operation with our manufacturing business at Reading. I know very tle about the mechanical branch of the business, and, so far as the office is con- rned, I am away a good deal of the time. There was a kind of agreement or contract tween Mr. McKay and ourselves, which explains the whole thing.

Q. There is a contract?—A. There is an agreement between us to divide the pur- ases that he might make at the auction sales.

Q. Have you any other relation to McKay than that?—A. Nothing. Mr. McKay was ɔerfect stranger to me before he came to Philadelphia. I did see him on several casions at Washington, but not intimately.

Q. Have his transactions with you been square?—A. There is some little money due ın. In fact, I kept it back from him.

Q. I mean on his part, has he dealt squarely with you?—A. I think he has.

Q. There is no disagreement or dispute between you?—A. O, no; nothing more than at. When things were going as they were, he wanted money, and, of course, I did t want to pay him any money. I could see how the thing was drifting.

Q. What dangers did you see?—A. I did not know, but, perhaps, these investiga ıns coming on, there was a good deal of newspaper talk, and, we being brought in, hought there was something wrong. I had the money, and I thought it would be fer not to pay it and then get into trouble afterward. That is the reason. So far as yfert & McManus are concerned, there is nothing irregular about it. I have peated that on several occasions, and I repeat it again. That is, as far as I know. there is anything that is not regular, I am ignorant of it.

Q. You took the material that he sent you?—A. Yes, sir.

Q. And advanced him money on it?—A. Yes, sir; we did not buy any iron.

Q. So far as you know, he got no iron that did not belong to him?—A. So far as I ow, he did not.

Q. And you have reckoned into the account and given him credit for all the iron ıich came to you under that purchase?—A. So far as I know.

Q. And so far as he claims?—A. Yes, sir.

Q. As to whether or not he obtained iron improperly from the yard at the time of the removal, you know nothing?—A. Nothing at all. There is very little money, if anything, due him. We have not made up our account, and did not want to make it up until after this thing was settled.

By Mr. BURLEIGH:

Q. You have been in the business of manufacturing iron for some time?—A. Yes, sir; I suppose our firm has been in existence close to forty years.

Q. You were brought up in the business?—A. As I have said before, I know very little about the manufacturing or mechanical part of the business.

Q. When you buy iron you know about what you will get from it, do you not?—A. That is a part of the business that I have not given my attention to. Scrap-iron and pig-iron have each a price. We buy a good deal more iron than we use in our works; in fact, we make a good deal of iron.

Q. As a practical man, in buying such iron as you buy of the Navy Department, a good deal of it being, as you say, nice, heavy, clean iron and very good iron, what is the loss in remanufacturing?—A. It is the labor more particularly.

Q. There is some little percentage of loss in the weight, is there not?—A. O, yes; say 10 or 15 per cent., and perhaps more.

Q. Would not 10 per cent. be a large allowance?—A. I think not. I think it would be very small.

Q. You have a foundery connected with your business, have you not?—A. Yes, sir; we have a foundery and furnace.

Q. What is your loss in melting scrap and pig and putting it into castings?—A. I cannot say as to that exactly what the loss would be. There would be more loss in pig-iron than in wrought iron.

Q. Does the loss in putting it into castings exceed one-eighth?—A. Yes, sir; there is more loss on pig-iron.

Q. I understand that; but does that exceed an eighth?—A. I cannot say that. There is, of course, less waste on good iron than on rusty iron.

Q. How much would the percentage be in loss in manufacturing into new iron the good clean scrap and armor-plate, such as you buy in the Navy?—A. I cannot answer you, sir.

Q. I don't suppose that you can answer me within 1 per cent., but you can within 5 per cent.?—A. I don't know that I can tell that.

Q. Would not 10 per cent. be a large or good and even liberal allowance?—A. Perhaps you may be right.

Q. I ask you if you think it would not be a good, liberal allowance?—A. Then you put me on record, if I say that. I don't want you to force a thing from me contrary to what I think.

Q. I ask you as a manufacturer. You don't want to display ignorance in your own business. Do you say that you think 10 per cent. is a good, liberal allowance for good, clean, new scrap-iron, such iron as you buy of the Navy?—A. There is a great deal of very good iron, and there is a good deal that is very poor stuff. Some of that iron, I suppose, will lose 25 per cent. Then there is other iron that probably would not lose 10 per cent. That, I think, is about as near an answer as I could give you.

Q. What proportion of it will lose 25 per cent.?—A. I think the bulk of it is good, nice iron.

Q. That would not lose more than 10 per cent.?—A. Possibly not more than 10 per cent.

Q. I understand that in one of your contracts you gave the Government 1¾ for old iron, and received 8 cents for new.—A. That was a special, fine, fancy iron. In some cases, I think, there was some large, heavy plate. The sheets were large and heavy.

Q. How large was that contract?—A. There was not much of it; some four or five or six thousand dollars.

Q. I mean of the iron that you delivered at 8 cents a pound on iron that you bought at 1¾, taking it altogether.—A. I could not answer as to that.

Q. Can you give it within a few thousand pounds?—A. I could not, indeed.

Q. I have the impression that the contract for the 8-cent iron amounted to $80,000. Am I wrong?—A. I hardly think it was as much as that. I have not looked over these accounts.

Q. As a manufacturer I will ask you, was not a transaction like that a pretty good one for the manufacturer?—A. It would be now, very good.

Q. You had your iron at 1¾. All the difference was your labor, material, coal, &c. That is a pretty good business, is it not?—A. Well, the profits don't show that way. The iron was mostly heavy plating, two to three inch.

Q. What would that iron be worth now?—A. I suppose it would bring about $27 a ton.

Q. I mean such as you sold for 8 cents. What would that be worth to manufac-

ture?—A. We should not want to make it less than 6½ or 6¾ cents, but we would want to buy the scrap-iron in the same proportion less. It is not delivered to us. We deliver that all to the yard, and take it from the yard. Some of that heavy iron costs us $5 a ton to handle. We made it for the Government, expecting, of course, that they would give us some orders. Some of the iron we have lying up there now in our place, not delivered yet.

By Mr. JONES:

Q. Did you not get an extra price for that extra wide iron that you made?—A Those were all extra prices for the wide iron.

Q. What was the price of that?—A. I don't remember. That was worth considerably more. It was worth almost double. We could not get that iron to-day for less than 12 cents a pound. I refer to some very heavy wide iron.

Q. The difference in that would give you 6½ cents for manufacturing; so if you take a pound of iron from the Government at 1¾ and supply them with new iron at 8 cents, would you not get 6¾ cents for manufacturing?—A. O, yes.

Q. Was not that a good business?—A. Well, I don't know about that.

Q. You speak of merely doing this business to keep your hands employed?—A. That was the principal thing in going over to Washington. It was not this bar-iron that we were after.

Q. If three pounds of good clean iron is given to you for one pound of new, is not that a good business?—A. Admitting all that, suppose we did, we did not want to lose, money. We often take iron and roll it for other persons.

Q. Would you say that it was a good business to do it for any person?—A. Yes, sir. I think it would be, especially at this time, and it would give employment to the poor, too.

Q. You think it would be a good business, and you would be glad to get such business?—A. O, I think so, yes; there can be no doubt about that. The Government was owing us some thirty or forty thousand dollars, and it was the money that we wanted; we did not want the iron.

By the CHAIRMAN:

Q. Is the Government in debt to you now?—A. I think it owes us a little. We do not want any iron; we did not want it then; but we wanted something. Times were dull and we wanted our money.

Q. And for the indebtedness of the Government you were willing to take old iron?—A. We had to do so; I will not say that we had to do it, but when we came all the choice iron was picked out; that is, the quarter, half, three-quarters, and one and a half. Then they gave us exactly what they had here—all the heavy iron, 3-inch.

By Mr. BURLEIGH:

Q. Don't you take greenbacks freely from anybody in your business?—A. We have never declined to take them.

Q. You would be glad to get them?—A. I have not heard of anybody who was not satisfied to take them. But you cannot pay debts with iron.

Q. You do not mean to say that you do not believe the Government will pay you when it promises to pay you for your iron, do you?—A. Yes; but this account had been standing for some time, and we wanted our money. I think Mr. Hanscom and Mr. Hartt will bear me out in that.

Q. Was there any trouble between you and the Government, and was that the reason that you did not get a settlement before?—A. No, sir. only we failed in getting contracts that we thought we ought to have. We thought we were entitled to some work from the Government. Our neighbors all around here were filled up with work, and some of them overflowing. I would be very glad to get a contract from the Government now. I wanted this money that the Government owed me to pay bills. They said they had old iron here in the navy-yard that they were tearing up; we sent some to Reading, and it was very expensive to handle, owing to its weight.

By Mr. JONES:

Q. Providing I had a thousand tons of such iron as you received at the yard here at the time of removal, and I wanted you to make it over into suitable sizes for the construction department here, what would you charge me a ton to manufacture that? That is such iron as I understand you have delivered them. You have not made them any heavy plating?—A. We have been giving them heavy plating for some of the gunboats. I think we charged them 7 or 7½ cents, or 6½ and 7 cents.

Q. That was for the iron?—A. Yes, sir.

Q. But the question is, provided I had had two thousand tons of such iron as you received from the Government when it was owing you, and I wanted you to make it into different sizes such as would be used in the construction department of the navy-yard, what would you have taken that iron and manufactured it into new iron for me per ton, I paying you the money for manufacturing?—A. I don't know that. That is all hammered iron.

By Mr. BURLEIGH:

Q. What is the market price to-day of iron to build a bridge according to the present mode of building iron bridges? What will you contract to build a bridge for?—A. We do not build any of that character of article.

Q. You know about the value of it in the market. What is it worth?—A. I suppose somewhere about 2¾ to 3 cents, or along there. Although that is a kind of iron that we do not make.

By Mr. HARRIS:

Q. How much pig-iron would it take to turn out a ton of plate or cast iron?—A. I suppose somewhere about a ton and a quarter.

Q. How much good scrap wrought would it take to bring out a ton of good rolled iron, either in bar or plate?—A. I suppose about the same. Some is good and some is bad, but it is somewhere about that.

PHILADELPHIA, *April* 19, 1876.

JACOB G. NEAFIE sworn and examined.

By Mr. HARRIS:

Question. Are you a member of the firm of Neafie & Levy?—Answer. Yes, sir.

Q. Where is your place of business?—A. In this city, on the Delaware River.

Q. What is your business?—A. Marine-engine building.

Q. Have you had, at any time since 1871, contracts with the Navy Department?—A. We have.

Q. Do you remember the different contracts which you have had?—A. We furnished some boilers to go to California.

Q. When was that?—A. In 1875.

Q. What was the amount of that contract?—A. I really do not remember now.

(The witness was directed to furnish to the committee copies of all his contracts with the Government.)

Q. What other contracts have you had?—A. We have one which is not yet completed. It is the finishing of the steamer Quinnebaug, which was launched here.

Q. What are you doing with her?—A. We are taking the machinery and placing it in the hull and getting her ready for sea.

Q. You build the machinery?—A. It was built at Washington, but not completed. We took the contract then to complete it and put it in and fit her for sea.

Q. What was the amount of contract?—A. I do not remember on either contract. I will, however, furnish you the papers.

Q. Have you had any other contracts with the Government?—A. No, sir; I believe those are the only ones.

Q. You are not rebuilding any vessel for the Government?—A. No, sir.

Q. Through whom have you obtained these contracts?—A. We got them at Washington through Chief Engineer Wood.

Q. By competitive bids?—A. Yes, sir.

Q. Were they advertised for?—A. I cannot say positively about that, but I think they were.

Q. Were you the lowest bidder for both these contracts?—A. Yes, sir.

Q. Have you employed any person to assist you in these matters either in getting the contracts or obtaining your pay for them?—A. No, sir; we never did employ anybody in any way or shape in the way of giving them compensation.

Q. Have you not met Mr. E. G. Cattell in your transactions?—A. No, sir; I never did. I do not know the gentleman.

Q. And you have never paid him any commissions?—A. Not a cent, sir.

Q. Have you paid commissions to any other person in that connection?—A. No, sir.

Q. Have you made any presents of any money to anybody connected with the Navy Department?—A. Neither present nor anything of value of any description.

Q. Neither directly nor indirectly?—A. Neither directly nor indirectly to the best of my knowledge. I do not know that we have ever made a present of anything to anybody. We have never been very great favorites in the Department and have rather been on the outside.

Q. Have you made efforts to get contracts with the Government?—A. We have frequently, but those were the only two we were successful in getting.

Q. And those you got, you suppose, because you were the lowest bidder?—A. Yes, sir.

Q. Have you ever had any difficulty with the Department in relation to either of those bids?—A. No, sir.

Q. Neither in getting your pay or having your contract accepted?—A. No, sir. For the present contract we have on hand, we have received no money whatever.

Q. Have you asked for any?—A. No, sir. They gave us to understand that they were short of funds, and we told them that they could let it stand, and that we would not ask them for anything until the work was completed.

Q. How soon will you complete it?—A. We are comparatively doing nothing, waiting for the Department to give us further instructions about some of the fitting out of the vessel. The constructor's department is behindhand in giving instructions, and we have gone as far as we can go with the machinery until that other portion of it has been completed. In fact, we have not fully contracted yet for the construction department—the hull of the vessel.

Q. Is not the hull built?—A. Yes. We only took a portion of that. Our contract was to take the vessel as she stood on the docks and finish her, calk her, and get ready for launching, &c., and launch. That portion is done now. The outfit, such as the rigging and the joiner work and blacksmithing work, is yet to be completed.

Q. Are there any bills from the construction department unpaid?—A. Yes, sir; they are none of them paid.

Q. Then you have received nothing for anything that you have done?—A. No, sir; nothing on the work done on that contract.

Q. Have you placed the engines in position in the vessel?—A. Yes, sir; they are now ready for steam.

Q. About how much, probably, does the Government owe you on that vessel?—A. They owe us about $60,000.

Q. Have you called on the department of construction and repair to furnish you with the necessary plans and specifications for your work?—A. Yes, sir.

Q. What reason has been given why they have not been furnished to you?—A. It went from one department to the other, and they seemed to be slow in acting in the matter.

Q. Do you consider it good business management to begin to work upon a vessel until your plans and specifications are all ready from beginning to end?—A. No, sir; I do not hardly think it is.

Q. Is it ordinarily the practice in the Navy Department, so far as you know, to begin a vessel until the plans for all the work are first completed?—A. I should not think it would be judicious.

Q. Is it in your practice and experience?—A. No, sir. Our plans are always ready when we begin, so that we may know where we are going to end. We have applied to them frequently to give us instructions, and work is comparatively at a stand-still there, at an expense to us. We are suffering by their delay.

Q. Do you consider yourself as having a right to make claim for delay?—A. No, sir; I do not think our contract will cover that.

Q. Is it probable that you will finish the vessel before the close of this fiscal year?—A. Yes, sir; I think we will. That is, if we can get the plans and specifications from the department.

Q. Do you expect that that matter is now being put forward?—A. We have written to them time and time again, and we understand the thing is in progress.

Q. How long would it take you, if you had your plans, to have your work finished?—A. It would take us three months.

Q. You would hardly finish it by the last day of June, would you?—A. Hardly; but I think it could be just about done if the plans are furnished at once.

Q. How long has it been since you have not been doing much on that work?—A. We have been doing scarcely anything for the last two months.

(The following papers were submitted by Mr. Neafie as a part of his testimony:)

"WASHINGTON, *May* 4, 1876.

"GENTLEMEN: Referring to your offer of the 28th ultimo to do certain work on the United States steamer Quinnebaug, at the navy-yard, Philadelphia, for the sum of $35,000, the bureau does not consider the work therein specified as being sufficient in detail to warrant its approval, but submits for your acceptance the following revised proposition:

"That for the sum above named you will furnish all the labor usually performed by shipwrights, fasteners, outboard joiners, calkers, and laborers, necessary to complete the following portions of that vessel, viz, timbering of the lumber part. All the outside planking from the keel to the rail, including squaring, calking, searching and planking. All keelsons, engine and shaft bearings, breast-hooks, ceiling, clamps, hold and store-room floors. All bulk-heads two inches and over in thickness; valves to water-tight bulk-heads. Orlop and berth deck framing, including the fitting and fastening of the iron portion over boilers. Berth-deck water-ways, thick strake deck planking, hatch and scuttle-coamings, hatches and scuttles. Orlop and berth deck knees of all kinds. Stanchions in hold, including fittings, those of iron. Chain and shot lockers, magazine and shell-rooms, ready for plumbers. Engineer's and other openings through bottom and side and fitting castings to same. Gun-deck framing, water-ways. Knees of all kinds, thick strakes and deck-planking. Mast-partners, coamings,

and steps. Capstan-bitts, chain-pipe and other scuttles. All hatch-coamings of wood, and fitting those of iron. Topsail-sheet bitts and fitting, fastening and finishing the same. Fife-rails and stanchions for same; pin-rails. Fitting and securing mooring and other bitts of iron. Chain-pipes, compressors and stoppers. Manger-coaming and galley-platform; spirketing battery plank main rail. Poop-deck and forecastle deck clamps; framing hatch-coamings, plank-sheer, chocks, deck-planking. All stanchions under gun, poop, and forecastle decks; main rail, hammock-stanchions, and rails, cutwater and head complete, channels, chain-plates, including templates for and fastening the same. Quarter-galleries; port shutters, including the fitting and hanging and attaching all fittings both to small and pivot ports; ash-ports cut and castings to be fitted; boat-davits and fittings, including crutches, strongback, &c., cat-head, fore-tack and main-brace bumpkins, hawser and mooring pipe-holes to be cut and casting fitted and fastened, sheet-chocks to make and fit, air-ports and scuppers and castings fitted; all bolts for guns and rigging and other purposes to fit and put in; iron and composition stanchions for hand-rails on poop and forecastle decks; false keel to work, fit, and fasten stern-bearing, shoe, stern-post, and stern-post palm to fit and fasten; rudder to hang, and tiller to ship; all templates of whatever nature, for iron-workers, to be made by you; all labor necessary to launch ship, and secure launching-material after she is afloat; all decks, store-room floors, and platforms to be squared, bunged, calked, and planed.

"All the above work is to be done in a workmanlike manner, and in accordance with the superintending naval constructor.

"Any portion not above specified which must be done in order to complete that which is specified, will be done by you.

"The labor necessary to handle and transport all material from store-houses and shops, to build stages, &c., is to be furnished by you, and it must be understood that you are to be responsible for the successful launching of the vessel, and the securing of the launching-material. In the performance of the work the facilities of the yard and the use of tools will be allowed you, with the understanding that you are to keep the tools in repair while using them.

"The amount ($35,000) allowed for doing this work will be paid in four payments, (three of which shall be $10,000 each, and the final payment to be for $5,000,) on bills in triplicate, certified by the inspecting-officer that the work has sufficiently progressed to entitle you to the payment named.

"Please signify in writing your acceptance of this proposition and your readiness to begin the work.

"Respectfully,

"GEO. M. ROBESON,
"*Secretary of the Navy, for Bureau.*

"Messrs. NEAFIE & LEVY,
"*Philadelphia, Pa.*"

"PHILADELPHIA, *May* 10, 1875.

"DEAR SIR: Your esteemed favor of the 4th instant, detailing the work to be done on the United States steamer Quinnebaug has been duly received by us, and the same is to our satisfaction. We shall proceed with the work with dispatch.

"Respectfully,

"NEAFIE & LEVY.

"Hon. GEO. M. ROBESON,
"*Secretary of the Navy.*"

"WASHINGTON, *April* 5, 1876.

"GENTLEMEN: Replying to your letter of this date, offering to place the engines, boilers, &c., including all the machinery of the Quinnebaug on board said vessel at the Philadelphia navy-yard, make all the necessary attachments, connections, &c., complete for sea-service, including steam trial, for the sum of $30,000, is hereby accepted by direction of the honorable Secretary of the Navy. The bureau to furnish all the materials and the necessary facilities for hoisting or handling the heavy parts, and the use of smith's fires for dressing tools, &c., but will not furnish any other tools required in this work. The work to be proceeded with to completion as rapidly as practicable, and all done under the superintendence and to the satisfaction of the inspecting engineer-officer.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"NEAFIE & LEVY,
"*Penn Works*, Philadelphia, Pa."

"WASHINGTON, *February* 11, 1875.

"GENTLEMEN: In reply to your letter of the 10th instant, submitting proposition to construct the boilers for the United States steamer Lackawanna and deliver the same in accordance with the specifications and drawings submitted to you with the bureau's letter of the 10th instant, I have to inform you that the bureau does not feel authorized to accept your offer at the price named, viz, thirty-five cents per pound for said boilers, but consider that 27½ cents per pound a fair price for the work. If you accept this price (27½ cents per pound) for the boilers constructed and delivered as above, the bureau will give you the work. By direction of the honorable Secretary of the Navy.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"NEAFIE & LEVY,
"*Penn Works, Philadelphia.*"

"PHILADELPHIA, 2, 12, 1875.

"DEAR SIR: In reply to your letter of this date, we would say that we except your offer of 27½ cents per pound for the building of the boilers of the United States steamer Lackawanna, the said boilers to be built or fit together, then taken apart, painted, marked, and numbered, and then to be delivered on the cars in the city of Philadelphia, subject to orders of United States Government.

"Very truly,

"NEAFIE & LEVY.

"W. W. W. WOOD,
"*Chief of Bureau of Steam-Engines, Washington, D. C.*"

PHILADELPHIA, *April* 19, 1876.

JACOB M. DALLAS sworn and examined.

By the CHAIRMAN:

Question. Have you ever had any connection with the navy-yard in this city?—Answer. I have. I served my time there.

Q. What position did you hold there?—A. Shipwright.

Q. Were you there during the removal of property from the navy-yard?—A. I was.

Q. State whether you saw any impropriety or irregularity on the part of the officers of the Government during the time that that property was being removed; and, if so, what it was.—A. I cannot say anything in regard to the officers.

Q. How was it as to the men in the employ of the Government?—A. I cannot say that I know anything against them.

By Mr. HARRIS:

Q. You say that you did not see any impropriety on the part of the officers of the yard?—A. I cannot say that I did.

Q. State whether or not they took careful superintendence of everything that went on in the yard during that removal.—A. I do not exactly know whether the officers of the yard had charge of the removal or not, or whether the contractors had charge over the officers.

Q. Do you know whether the officers over the yard had charge of all the property?—A. I suppose they had.

Q. Do you not understand that while the contractors were under obligations to remove the Government property, yet that they were under obligations to remove such property as the Government officers showed them, and directed them to remove?—A. Yes, sir.

Q. Can you say whether or not they did take that care and supervision of it? Were they in condition to know what was being done?—A. I always thought so.

Q. Were you engaged in assisting to remove the property?—A. No, sir; I was the quarterman of the shipwrights, under Mr. Hartt, having in my charge some twenty-five or thirty men in reconstructing the Constitution.

Q. You were not active in removing the property?—A. No, sir.

Q. What contractors do you refer to?—A. The names I heard down there were McKay, Rice, and Reynolds; I know them all.

Q. What was Mr. Rice's contract as you understood it?—A. As far as I understood it, it was for removing bricks in the buildings.

Q. In what manner was that done?—A. I have an idea that it was done in a rather destructive manner.

Q. Did it strike you that the object was to destroy rather than to remove?—A. No,

sir; it did not strike me in that way, but I think the removal was in rather a quick and destructive way.

Q. In what manner did they take the buildings down?—A. They tumbled the walls, timbers, and everything right down.

Q. Was there any such thing as taking off the bricks carefully to preserve them?—A. No, sir, there was not.

Q. The walls were thrown off broadside, and then torn to pieces?—A. Yes, sir; that is the way it was done.

Q. And the timbers falling, a great many of them got broken?—A. Yes, sir.

Q. Was it such a removal, in your judgment, as would secure the property in the best condition?—A. No, sir, it was not.

Q. Now, as to the removal of that portion of the matter which Mr. McKay seemed to have charge of in the construction department, what do you say as to that?—A. I cannot say anything in regard to Mr. McKay; I was engaged in the yard, having a good many men under me; I never saw much in the way of McKay's removal except to observe the teams passing backward and forward to the end of the wharf to his lighters.

Q. Did he tear down anything?—A. Not to my knowledge.

Q. Was he removing lumber, timber, and iron?—A. Yes, sir.

Q. Gun-carriages and ordnance?—A. I do not know whether he removed ordnance or not; I know that he removed from the construction department.

Q. In his removal did you notice any waste or destruction?—A. No, sir.

Q. What have you to say as to his manner of doing things?—A. I thought he did everything properly; I saw nothing at all out of the way with him.

Q. He made his men work, I take it?—A. He made them work night and day.

Q. Was he always on hand?—A. Yes, sir; I have seen him at 12, at 2, 3, and 4 o'clock in the morning; as I worked my men all night, I always saw him on hand in the yard.

Q. Did you know of his removing anything from the yard which did not go to League Island?—A. No, sir.

Q. Have you any intimate relations with him?—A. No, sir.

Q. What do you know about Reynolds, who removed the iron?—A. I cannot say anything about Reynolds, because that did not lay in my line.

Q. You saw him, however?—A. I saw him loading up iron and observed the wagons taking iron out, but it was not my department and I paid no attention to it. I was merely attending to my own business.

Q. Did you see him taking out upon teams or lighters any property which you considered ought to have gone to League Island?—A. No, sir.

Q. Did you not see tubes taken away?—A. No, sir.

Q. Or new iron—bar-iron?—A. No, sir.

Q. What did you see him remove?—A. I saw him take nothing out but old scrap-iron.

Q. You did not go to his lighters to look them over, did you?—A. No, sir; that was not my place; I had no business there. My place was aboard the Constitution.

Q. You felt that the removal of the buildings was a destructive thing?—A. I thought so at that time, and I think so yet.

Q. Do you think that two-thirds of the material which entered into those buildings was removed?—A. I cannot say that exactly; there might have been articles of different description removed at night and in day-time; there was so much confusion backward and forward that I paid no attention; I was very busy all the time keeping my men at work hunting timber, beams, ship's knees, &c., and keeping the men going. All I could say that I thought was destruction was the toppling of the walls down, and the throwing over of the buildings.

Q. You thought it was done in a reckless, careless manner?—A. I thought so and think so still.

By Mr. HARRIS:

Q. Are you familiar with the pile of knees stated to have been bought by McKay?—A. Yes, sir; most of them had been in the yard since 1863–'64. I know them to have been an inferior article and good for nothing.

Q. Do you say that as a shipwright?—A. Yes, sir; they have been lying there rotting since the fore part of the war.

Q. Are they all of that description?—A. Yes, sir; they are good for nothing. I would not give tens cents a knee for all in the pile. I have seen them a hundred times, and have tossed off 10 or 15 trying to find a knee to use, and I never could find a decent one.

By Mr. JONES:

Q. Did you not know that some were put around the pile?—A. Yes, sir; but they were new knees that were put around the pile. I could not say that they were removed with the old pile.

Q. How many should you judge there were around the pile?—A. I should judge that there were about 250 or 300 knees; they were good knees, but those in the pile were inferior and good for nothing.

By Mr. HARRIS:

Q. You had culled them over yourself?—A. Yes, sir, many a time; they were sap-rotted and good for nothing.

By Mr. BURLEIGH:

Q. Did the sap go all way through them?—A. No, sir; it run in about 1½ inches or 2 inches.

Q. Suppose a knee is ten inches thick and you take the sap part off, how would it be then?—A. Maybe you might fetch a ten-inch knee down to a six-inch knee.

Q. What is a six-inch knee worth?—A. A six-inch knee, five-foot body, $6.

Q. What is a seven-inch knee worth?—A. $9.80.

Q. Could not there have been a lot of such knees as those made out of this pile which was piled up there?—A. Yes, sir; there is no doubt but what there could.

By Mr. HARRIS:

Q. Then you are not quite prepared to say that they were entirely worthless?—A. I went over a great many of them for my purposes, and I could not find what I wanted, and always went to the new timber.

Q. That is, for your work, having plenty of material to select from, you would not pick any from these knees?—A. No, sir; because the manual labor would be more than it would be actually to take the larger knee and work it down.

By Mr. JONES:

Q. What was the size of the 250 knees placed around the pile?—A. They were of all sizes—7, 9, and 10 inches.

Q. Should you say they were worth from six to ten dollars apiece; I mean those which were piled up there?—A. No, sir.

Q. What is a 10-inch knee worth?—A. $20; and an 11-inch knee is worth $22.55; a 9-inch knee is worth $17.10.

Q. Were there not some 9 and 10 inch knees around there?—A. Yes, sir.

Q. What proportion should you say that there were of that kind?—A. I should judge on an average that they were about 8 inches all through.

Q. What would such knees as those be worth?—A. $13.60.

Q. You say you think there were about 250 of them put around this pile?—A. Yes, sir.

By Mr. HARRIS:

Q. Were there not a great many old knees there which had been used: that is, knees with holes bored in them?—A. Yes, sir. I have used a great many of them myself; they were taken out of the Nebraska, which they broke up there; I used a number of them on the dock. We built the dry-dock there. I used a great many of them. But there were not a great many of them in the pile or around it. I could not say that there were more than 10 or 12 of the old knees there.

Q. Have you seen the knees since they were removed?—A. No, sir; I was ordered right down to the island.

Q. What do you suppose that pile of knees, taking all in the pile and all around the pile, were worth?—A. I should judge that what were in the pile and around it were worth from $2,500 to $3,000.

Q. Do you know where they went?—A. No, sir.

Q. Do you know whether any of them went to the island?—A. I do not know that.

Q. Did you see any of them at the island after you went down there?—A. No, sir.

Q. Then you are satisfied that they did not go there?—A. I do not think they went there. There are a number of new knees down there, but not old ones; I saw plenty of new ones there, but they were taken from the yard.

Q. Were there other new knees in the old yard except those which were around that pile?—A. Yes, sir.

Q. And those you say had been carried to League Island and are there now?—A. Yes, sir; I had charge of a gang of men putting them on board the Burlington, and taking them down.

Q. Did you take charge of any new knees from around that pile?—A. Yes, sir.

Q. How many did you take from around that pile?—A. I do not recollect, exactly. I never kept any account of them; I took my men over one day to help them load up; they were in a hurry one day, and I helped them to take the knees down.

Q. Do you know whether the new knees which were around this pile were taken to League Island?—A. To the best of my knowledge and belief, I think they were.

Q. So that the new knees, which you have reckoned were of such value, you think

went to League Island, and were not sold in the pile?—A. I think it is a fact that they were not sold in the pile. I think they were sent to the island.

Q. And you remember of taking some from around that pile?—A. Yes, sir; I took a number from around the pile.

Q. In doing so did you select new knees?—A. It did not require any selection; the old knees were piled up in a large pile and the new knees were outside.

Q. You took away from around there the new knees?—A. A great many.

Q. When you had got down and the Burlington had got down to League Island, were there any of the new knees, which you call valuable, still lying around that pile?—A. To the best of my knowledge, I think there were some lying around.

Q. How many?—A. I could not tell you, but I remember one thing: when I was superintending the taking away the last sectional dock taken from the old yard to League Island, to my best knowledge and belief there were not enough new knees around that pile to draw my attention. It stood there as a monument, very nearly bare, by itself. I do not suppose that there were half a dozen knees around the pile. Mr. McKay removed the most of them, and also the yellow-pine timber.

Q. Do you mean us to understand that before McKay began to remove his purchase the knees lying around the pile had been taken away by the Government?—A. Yes, sir; only some few of them.

Q. Do you mean that the Government had taken a few, or only a few remained?—A. The Government only took a few.

Q. What became of the rest of them?—A. McKay removed them, but whether he took them to the yard or not I do not know.

Q. You said that when the Burlington went away there was not enough of these new knees left around there to attract your attention. Now, had McKay then begun to remove any knees?—A. I cannot answer that question.

Q. How many new knees do you think were left after you got through taking what you thought was proper to go down on the Burlington?—A. I should judge that there were about 150 or 200 new knees left there.

Q. You say when you moved the sectional dock the pile of old knees stood like a monument?—A. Yes, sir.

Q. And there were no great number of new knees around it?—A. Yes, sir.

Q. Do you know that McKay had at that time removed any knees?—A. No, sir.

Q. Is it your opinion that these new knees were removed to League Island or not?—A. That I cannot answer; I do not know.

By Mr. JONES:

Q. Were you at work at the yard at the time the sale of this pile of knees was made?—A. Yes, sir.

Q. There were good knees lying around them at the time the sale was made, were there not?—A. I almost forget that: I recollect that the day the knees were sold, in my opinion there were knees lying around the pile.

Q. How many should your say there were lying around the pile at the time the sale was made?—A. I should judge there were 150 or 200.

Q. Piled right up against this other pile?—A. No, sir; they were not piled right up against it.

Q. How close were they to the pile?—A. From 30 to 50, 60 or to 70 feet.

By Mr. HARRIS:

Q. Were they ever piled close around the pile?—A. No, sir; they were just standing up; they were scattered around the yard as the teamsters put them. They were thrown upon their back for the timber-inspector to see both sides and the arm.

Q. Did you ever see them in any different position?—A. No, sir; not for inspection.

Q. From the time of the auction or sale until the time that you carried what you did carry down to the island, did they change position at all?—A. No, sir.

By Mr. JONES:

Q. Did they haul any knees from any part of the yard and place them up around this pile after the sale?—A. No, sir; not to my knowledge; the knees that were new were merely laid around for inspection. Nothing was piled up against the pile of old knees at the time of the sale or after the sale that I know of.

PHILADELPHIA, *April* 14, 1876.

JOHN BAIZLY sworn and examined.

By the CHAIRMAN:

Question. In what business are you engaged?—Answer. In the shipsmith and machine goods, blacksmithing and machine work.

Q. How far is your place of business from the navy-yard?—A. It is about three-fourths of a mile.

Q. How far is it from Queen-street wharf?—A. Two and a half squares.

Q. Were you engaged at the navy-yard during the time that the property of the Government was being removed from there to League Island?—A. No, sir.

Q. You had no connection in any way with the removal of any property from there?—A. No, sir.

Q. Have you been in the service of the United States at the navy-yard?—A. No, sir.

Q. Do you know anything about the unlawful removal of any of the Government property?—A. I do not.

Q. Have you at any time purchased from any one?—A. Yes, sir.

Q. What was the character of your property and from whom did you purchase it?—A. I purchased some iron from Mr. Mais, clerk of Seyfert, McManus & Co., in Chestnut street. Those are the parties to whom I gave my check.

Q. What kind of iron was that?—A. It was bar-iron of different sizes, some long pieces, some half bars, some whole bars.

Q. Was that of the character called Swedish bar-iron?—A. No, sir. There was no Swedish in it. The most of it I bought was iron that appeared to be fagoted from scraps; made good to hammer.

By Mr. JONES:

Q. Was it refined iron?—A. I bought it for such, but I got cheated like the mischief.

By the CHAIRMAN:

Q. How much did you purchase?—I suppose I purchased about twelve tons or more.

Q. Was it not much more than that?—A. Well, probably, it was. I recollect of giving one check of $900, but I don't recollect what the others were.

Q. Was there as much as fifty tons?—A. No, sir.

Q. Thirty tons?—A. No, sir; there wasn't that much; there might have been twenty tons; I don't think there was over that.

Q. Where was the iron deposited at the time you bought it?—A. At the Queen-street warehouse.

Q. You removed it from there?—A. That is where it was removed from.

Q. Who had the custody of it at that place?—A. I didn't remove it; it was removed for me; I had nothing to do with the removal of it; my son saw it weighed and that was all.

Q. You don't know who was present at the time it was weighed, beside your son?—A. Mac is the only name I ever heard. A tall, large man, who was a kind of foreman for Mr. Mais.

Q. Did you purchase any other iron or material from Mr. Mais?—A. No, sir; the first iron I purchased was this. Mr. McKay owed me a bill of some $300, for work that I had done for him for trucks. They stopped there to know if I didn't want to buy some iron. I felt a little dubious about getting my bill. It had been standing for some time. I assented, and he said he would pay me in iron. I went to get the iron and I was stopped. Mr. Mais came in while I was getting the iron and stopped me. He said I wasn't paying enough for it, and I couldn't have it. I told him I was ordered by Mr. McKay to get the iron, and he said I couldn't have it. I stopped until McKay's return, for some time afterwards, and then the order came to me that I might have the iron.

Q. It appears from that statement that you did go for the iron?—A. I did go at that time.

Q. When you were at the Queen-street warehouse, who was present having charge of the iron and material there then?—A. This man Mac.

Q. Was there any other person about there?—A. Several of the laboring men; perhaps Eddings was there for one.

Q. What I mean is, did you see any agent of the Government about there?—A. No, sir. I didn't know who the iron belonged to, and I didn't know where it came from. I didn't ask any questions of that kind. I supposed I was dealing with iron-men.

Q. Was this Seyfert, McManus & Co.'s business-house, or was it the warehouse belonging to the Pennsylvania Railroad Company?—A. It was the warehouse of the Pennsylvania Railroad Company. I understood that Mr. McManus had the iron stowed there.

Q. It was not a bonded warehouse of the United States Government, was it?—A. No, sir. That was the warehouse of the Pennsylvania Railroad Company, on the Queen-street wharf.

Q. Is that the only purchase you made?—A. Yes, sir.

Q. I understand you that Mr. McKay owed you a bill?—A. Yes, sir; and my bill was deducted from the amount of the iron.

Q. He proposed to settle it in this iron?—A. Yes, sir.

Q. Do you know anything about the unlawful removal of property from the navy-yard?—A. I do not.

Q. Do you know where any property belonging to the Government is stored?—A. No, sir.

Q. From regular dealers?—A. Yes, sir; but this was not good refined iron.

Q. You took only such iron as you wanted in your purchase, and that was bar-iron?—A. Yes, sir; that was all.

Q. What did you pay a pound for it?—A. Two cents a pound.

Q. Did that come from the navy-yard?—A. I don't know.

Q. Did you understand that it did?—A. No, sir.

Q. Didn't you think that there was something wrong about it for you to buy it at less than market-prices?—A. I didn't; because I considered that I paid a fair market-price for it.

By Mr. BURLEIGH:

Q. You understood that McKay had an interest in it?—A. Yes, sir; I understood that McKay had an interest in it, but I didn't know him at all at that time. I never knew the man.

By Mr. JONES:

Q. Didn't I understand you to say that you and your son went to the warehouse and picked out such iron as you wanted?—A. I told him there was a pile of iron; that I would pick so much out of that pile.

Q. Didn't you think that was a low price, $40 a ton, when they asked you $50 for it at the mill?—A. No, sir; not in taking that quantity of iron. I buy irons often around in these junk-shops at a cent and a half and cent and a quarter.

Q. You can't buy 20 tons at a cent and a half and cent and a quarter?—A. Yes, sir; I have bought five or ten tons of large iron since that, from junkers right along the avenue. It has been shipped here from the south in vessels, five-inch and eight-inch round iron.

Q. Who is Mr. Mais?—A. I suppose, from what I understand, he is the clerk of McManus & Co.

Q. By what authority did he say to you that you could not have the iron when McKay told you to go and get it?—A. I don't know; he said I didn't pay enough for it; that it was not enough money for it, and I couldn't have it.

Q. What kind of iron did you get of McKay?—A. Bar-iron.

Q. Same as you did of the other?—A. Yes, sir.

Q. What price did you pay him?—A. Two cents a pound.

Q. How much did you buy of McKay at that time?—A. I didn't buy any of McKay direct.

Q. Did you take any more than enough to pay his bill, or was that bill taken out when you settled with Seyfert, McManus & Co.?—A. That was taken out then. They deducted that bill that McKay owed me.

Q. Do you say that you don't know and never have heard that that iron you bought

PHILADELPHIA, *April* 14, 1876.

JOSEPH M. WILLARD sworn and examined.

By the CHAIRMAN:

Question. Were you ever in the employ of Mr. Nathaniel McKay for the removal of property from the navy-yard?—Answer. No, sir.

Q. Were you in the employ of Mr. Reynolds?—A. No, sir.

Q. Were you in the employ of the Government?—A. Yes, sir.

Q. At what time?—A. Up to the 22d day of last month.

Q. You were then connected with the navy-yard?—A. Yes, sir; I was supposed to be, in the capacity of master block-maker.

Q. Were you on duty there during the time of the removal of property from the navy-yard?—A. I was.

Q. Have you any knowledge of any improper or unlawful removal or appropriation of property belonging to the United States?—A. I have not. Everything that was under my notice was correct. I had charge of the department I was in. Mr. McKay sent some men there and I told him I didn't want them all. He left me twenty men there and I got the things without any bother at all. Everything was removed to the best of my knowledge.

Q. You saw no impropriety or irregularities in the removal of the property from there?—A. No, sir. Nothing, with the exception that he sent eighty men there, and I thought there were too many to do that portion of the business. I told him he must take them away; that I did not want them there, because I was supposed to be the foreman of the block-makers, and I considered I was there for the interest of the Government and wanted the things carefully removed. He left me twenty men, as I said, and we had no trouble at all.

Q. Do you know of any one in the employment of the Government receiving presents from Mr. McKay?—A. I do not.

Q. Do you know of any one in the employ of the Government, officer, mechanic, or laborer, who has received a reward from Mr. McKay, Reynolds, or any other person?—A. No, sir, I do not. I don't know of anybody who has received a farthing. I was always attentive to my business and never allowed myself to be connected with anything except what was properly under my charge.

Q. Was any of the property under your charge removed at night-time?—A. Yes, sir. There was some removed one night.

Q. Was there any disorder or confusion that night in the removal of the property?—A. No, sir. I staid there until 8 o'clock that night myself. I then locked up the shop and they all left. I was to be there the next morning at 8 o'clock. That was on Sunday morning. I was there and there was no confusion at all. The only destruction I saw in our Department was a box that had some circular saws in it. That fell out of the door by a strap giving way, owing to its being too light. The box was not destroyed in fact, in that case.

Q. You have no information as to any improper or unlawful conduct during the removal of these stores?—A. No, sir, I have not.

PHILADELPHIA, *April* 15, 1876.

WILLIAM S. RAYBURN sworn and examined.

By the CHAIRMAN:

Question. Were you ever at any time connected with the navy-yard at this place?—Answer. No, sir.

Q. Were you in the service of any one of the contractors for the removal of property from the navy-yard?—A. No, sir.

Q. Have you any knowledge or information as to the unlawful removal of any property from there?—A. No, sir; all that I suppose that I have any knowledge of is having made a purchase of brass. Our firm made a purchase of brass that was said to have been sold at the navy-yard.

Q. From whom did you purchase it?—A. From Seyfert, McManus & Co.

Q. Did you purchase a large quantity?—A. I could not tell you the exact amount without referring to the books. It was about twenty-five or thirty thousand pounds.

Q. Was that old or new brass?—A. It was manufactured brass; that is, it had been manufactured into machinery. A large portion of it looked to me like old bolts that had come out of machinery. I understood that it came out of some of the vessels there; that was the rumor. My superintendent could give you a great deal more information about the matter than I could.

Q. Do you know whether that brass came directly from the navy-yard or from the Queen-street warehouse, or from the store-house of Seyfert, McManus & Co.?—A. I

think the first small lot that we got came from the old navy-yard, or close to there; and the balance, I understood from the foreman, came from the warehouse. The purchase, however, was made from Seyfert, McManus & Co.

Q. Was the purchase from Seyfert, McManus & Co., or were the bills simply paid to Seyfert, McManus & Co.?—A. My impression is that the bills were made out in favor of Seyfert, McManus & Co.

Q. Do you know with whom the trade was negotiated, whether with Reynolds and McKay, or with Seyfert, McManus & Co.?—A. I cannot speak positively as to that; the most that I know about it is through my superintendent. All I had to do with it was to sign a check for the amount of money that was paid, and the information that I have was received from him. I never saw Seyfert, McManus & Co., and did not know them.

Q. What is the name of your superintendent?—A. Frederick J. Martin.

By Mr. HARRIS:

Q. To whom did the money go?—A. To Seyfert, McManus & Co.

Q. Is not that the thirty thousand pounds for which McKay got paid?—A. It would be impossible for me to tell. We made the purchase as we do many others.

Q. Is yours a Philadelphia house?—A. Yes, sir; we are manufacturers and use a large amount of brass. My superintendent heard that there was a large amount of this metal for sale. We are in the habit of attending sales of that kind when we know anything about them.

Q. What price did you pay for this metal?—A. Either seventeen cents, or seventeen and a half cents per pound.

Q. Was any part of the copper or brass new or unused?—A. I do not think there was any of it but what had been made up into goods; that is, into bolts, and such articles of manufacture as would be used about shipping.

Q. Was any of it in sheet form, or in pig form?—A. No, sir; there was no copper. It was what brass-founders term first-quality brass. That is, it was red brass.

By Mr. BURLEIGH:

Q. Composition metal?—A. Yes, sir; it was a very fine article.

PHILADELPHIA, *April* 15, 1876.

ARTHUR NUGENT sworn and examined.

By Mr. HARRIS:

Question. What is your employment?—Answer. I keep a wholesale and retail liquor-store, and have private scales at 731 South Front street.

Q. Did you, during the removal of the navy-yard, weigh any material for anybody?—A. Yes, sir; I weighed only four loads.

Q. For whom did you weigh it?—A. There was considerable weighed for Seyfert & McManus. There was iron weighed for Gladden & McNulty, and also for a man named John Baizley.

Q. Do you know where this iron came from?—A. I do not know. I heard that some of it came from the navy-yard and some from the wharf; the man who weighed there kept his own account. I gave the parties the use of the scales, and told them they could give anything they pleased to my boy. He only got $6.90 for all the iron weighed there. Seyfert, McManus & Co. ordered me out when I sent in my bill to them. The commodore's clerk, or whoever came there, kept an account of the weighing. He attended to all the iron that was weighed for Gladden & McNulty. He kept his own account, and said, when the iron was all weighed, that he would settle with the boy. There was a good deal of iron weighed there.

Q. Do you know of any iron which was weighed there having come from the navy-yard when the commodore's clerk was not around?—A. To the best of my knowledge, he was always there when there was any iron weighed which came from the navy-yard for McNulty & Gladden.

Q. Did it come direct in teams from the navy-yard?—A. I cannot tell that. These men came and said the navy-yard scales were moved away, and asked if they could weigh the iron. They weighed it. This commodore's clerk, or whoever he was, never returned to me what iron was weighed, and I did not know what was weighed there.

Q. Do you know who the commodore's clerk was?—A. I forget his name; I asked McNulty for his name this morning, and he told me to go and find out.

By Mr. JONES:

Q. Did your son keep the weights of this iron?—A. No, sir; he trusted to the other man. Seyfert & McManus's foreman kept the weight.

Q. Are you a sworn weigher?—A. No, sir; I have private scales for my own use.

Q. What do you charge a load for weighing?—A. Twenty-five cents a ton. Seyfert & McManus's bill is $22.25. That is the amount that Mr. Baizly told me was weighed for Seyfert & McManus.

Q. Do you know where this iron came from that was weighed on your scales?—A. I heard that it came from the navy-yard. They made an engagement with me, first saying that their scales were removed from the navy-yard, and they thought mine was the handiest place to go to.

Q. Who was the foreman of Seyfert, McManus & Co.?—A. Mr. McClung.

Q. Do you say that you cannot find him?—A. I cannot.

Q. Is he in the city?—A. I have heard that he was at Cape May; I could never find him to sign the bill. One of their men, named Reynolds, ordered me out this morning.

Q. Did you charge a quarter of a dollar a ton or a load?—A. We charged about a quarter of a dollar a ton.

PHILADELPHIA, *April* 18, 1876.

PERCIVAL ROBERTS affirmed and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. We are iron-manufacturers, and have the rolling-mills. Our firm is A. & P. Roberts & Co.

Q. How long have you been in the business?—A. Since 1852.

Q. Are you a practical manufacturer yourself?—A. I am. Of course I do not know that I could heat or roll iron, but I understand the practical manipulation of it.

Q. What position do you hold in the firm?—A. I am the head of the firm now.

Q. Do you purchase and sell?—A. Yes, sir.

Q. What class of iron do you make?—A. We run principally on railroad axles, hammered and rolled, bar-iron, bridge-iron, shafting, channels, angles, and T's; also, some beams.

Q. Ship-iron?—A. To a certain extent, but not very largely.

Q. Do you buy scrap?—A. Yes, sir.

Q. Do you work your iron from scrap mainly?—A. A large portion of our product is scrap-iron, but not so much as it used to be, since pig-iron has got so low. We are, however, buying some scrap-iron all the time.

Q. What are the prices for the different kinds of iron which you now produce; take, for instance, beam and bridge iron, and such ship-iron as you make?—A. Such ship-iron as we make now would run in the neighborhood of 3 cents a pound—say from 2.7 to 3 cents a pound. Bar-iron would run about 2.3. Understand, that in selling iron we have what we call our base-price, and the extras are graduated from that. The base-price is 2.3 for all, and then we grade up from that.

By Mr. BURLEIGH:

Q. What was your base-price two years ago?—A. I could not say without referring to the books, from the fact that there has been such a heavy reduction within the last two or three years.

Q. Do you remember what it was a year ago?—A. I think our base-price a year ago was about 3¼ or 3.2. We have fallen nearly a cent a pound in the last year.

By Mr. HARRIS:

Q. What is the relative value of scrap and new iron?—A. Taking the ordinary bar-iron as made for the market, I suppose the difference would hardly be double. Say scrap-iron is selling to-day at $28 a ton and bar-iron selling at 2.3 cents per pound, which would be about $50; that would make it not quite double. That is for ordinary sizes of bar-iron—what is known as ordinary merchant's iron in the market.

Q. Suppose you were offered good scrap-iron, such as the Government has, to be converted into new dimension ship-iron by you, what would you say of an offer of three pounds of scrap to one of new? Would that be a favorable offer to you?—A. I should consider it liberal on the part of the Government.

Q. Would you not consider that a favorable contract to yourself?—A. Yes, sir; I am not very familiar with what they are ordering for ship-iron, however.

Q. That contemplates iron to dimensions, of course—beams, ribs, &c.?—A. Observe that you run now into deck-beams and angles, and T iron, and plating.

Q. Yes, you have got to furnish such iron as the Government requires for new ships.—A. Yes; it would be a very liberal offer as far as our mill is concerned, as far as making angles and bars, and the different T-bars that might be necessary. For plate-iron we are not so well posted. We know what we have to pay for such plate-iron as we purchase. We do not make it, but purchase it sometimes for bridge purposes, but I suppose for ship-building the plates are rather heavier and of a more expensive class

Q. That is, for such iron as you can furnish, it would be liberal?—A. It would be a very liberal offer. Yes, sir.

Q. But suppose that you have got to furnish dimension-iron and plate-iron an inch thick or more?—A. That would run the average up.

Q. Do you know how much?—A. No, sir; I hardly know what they are getting for that iron now, from the plate-mills. I have had no experience in that at all. Such plate as we buy, we buy for about 2.6 to 2.7.

Q. How thick?—A. It runs half an inch thick.

Q. Is plate-iron, such as the Government uses for armor, more difficult to roll than that?—A. It is rather heavier, and they are larger plates than we use. They charge rather more for them. I think, as far as evidence on that point is concerned, it would be much better to have it from some plate-manufacturer than from us, as we do not produce and manufacture plates; and not having occasion to buy that class often I am not so well posted as to the price. I can only give you as far as our own concern goes. Ours is not a plate-mill at all.

Q. Still, your general impression is that it would be a liberal offer?—A. A very liberal offer.

By Mr. BURLEIGH:

Q. Do you not know that all of the plate-mills now have been or are interested in making plate-iron for the Government?—A. No, sir.

Q. Suppose you were offered old iron at 1¾ cents a pound, some of it being, of course, large and heavy iron, and were promised for ship-iron, made to dimensions, including all the different kinds, forms, and shapes, 8 cents a pound, what would you say to such a contract as that?—A. I would be glad to have it.

Q. How much profit would there be in it?—A. That would depend a little on the specification that the Government puts out. I should calculate to make $30 or $40 a ton on it. We have never manufactured any iron that has cost anything like that price since we have been in the business, not even the best bolt-iron, which is required to stand 70,000 pounds to the square inch.

Q. Say this iron should stand 60,000 pounds to the square inch, and it was bolt and bar iron from ½ inch to an inch and 2 or 3 inches wide, such as is used in building ships, and iron for strapping masts, &c.?—A. We would be very glad to furnish such iron as that now for about 2¼ cents a pound. We make a difference in guaranteed iron that stands 60,000 pounds to the square inch.

Q. What would you have charged any time within the last year for such iron as that furnished to the construction department for building ships?—A. It would not have exceeded about 3.2 or somewhere along there.

Q. What do you say you would have given for armor-plating a year ago?—A. We bought armor-plating in December last for which we gave $32 a ton.

Q. Did you furnish iron after that?—A. No, sir.

Q. Who did you buy that from?—A. From Seyfert, McManus & Co. We also bought some for $35 a ton, in August last.

Q. Did you furnish Seyfert, McManus & Co. any iron for the construction department, to go to League Island or to the navy-yard at Philadelphia?—A. I think we did.

Q. Do you recollect what you charged them per ton?—A. I do not; my books will tell. We bought bar-iron in February last at $35.20 per ton.

Q. What kind of iron was that?—A. The bars ran 5, 5½, 6, and 7 inches wide. Those are the three purchases that we made of Seyfert, McManus & Co.

Q. Have you any more iron to deliver to Seyfert, McManus & Co.?—A. No, sir.

Q. Nor any more that you are to take from them?—A. No, sir; the last iron we sold them, I think, must have been four or five months back.

Q. What is the value of heavy Navy iron-plating as compared to new iron, both to be reworked; that is, in other words, what is the difference in price to work up from that scrap and pig?—A. In our business we would make a difference of about two one, two tons of scrap-iron for a ton of ordinary bar-iron.

Q. You say that you paid $32?—A. Yes; plate-iron is worth more than scrap-iron. For instance, where we are paying $32 for the plate-iron we would not be willing pay more than $27 or $28 for the ordinary scrap.

Q. I am speaking of new pig-iron, such as you would use.—A. We use pig where we do not use scrap.

Q. What is the difference between this new plate-iron of the Navy and new pig What is the relative value of the two?—A. They fluctuate very much.

Q. What is the relative value without regard to fluctuation? Can you not make as much new iron out of a ton of this armor-plating as you can out of a ton of pig?—A. You can make more, because there is less waste in handling.

Q. You do not understand my question. What is the value of Navy iron-plating in comparison with new iron, both to be reworked; and when I say new iron I mean pig-iron?—A. One is worth about 50 per cent. more than the other. That is, the Navy plate-armor is worth 50 per cent. more than the pig-iron.

Q. If the plate is broken up to rework does it decrease the value of it?—A. No, sir. It generally comes in the market in the shape of plates as they are taken off the vessels. Then some plates are exceedingly heavy and very difficult indeed to get into shape so that they can be handled, and that adds to the expense of handling the iron, and of course it does not bring as much in the market; but when you get plates that run about ½ or ¾ of an inch thick they are very readily handled and cut up, and they are worth more. There is plate as high as 4 and 5 inches thick. They are very difficult indeed to get into shape in which they can be again handled.

Q. Take all the iron that would come off from a monitor by breaking her up, would that be worth more than pig-iron?—A. Yes, sir.

Q. Worth more than the best kind of pig?—A. Yes, sir.

Q. You say you bought some heavy bars of Seyfert, McManus & Co.; was it scrap-iron?—A. No, sir; this bar-iron had never been used.

Q. But it was made five or six inches wide and an inch and a half thick?—A. About ¾ to an inch thick. This was absolutely new iron that we bought. It had never been worked at all. Of course it was rusty from lying exposed to the weather.

Q. Did the rust hurt it?—A. No, sir; it was not intended for plating. It was intended for ship-construction.

Q. Did you rework that iron?—A. Yes; and we have some of it on hand yet. I have mentioned that we gave $35 a ton. You can see that we gave more for that than for ordinary scrap from the shape it is in. It is of some advantage to us, and can be worked at less expense owing to the shape it is in. It is worth more than the heavier iron to us, and more easily handled.

Q. What would be the difference between that and iron 6 inches square?—A. That is not a very bad shaped iron. That is worth about as much.

Q. What is this armor-plating?—A. It is wide plates, 5 or 6 feet wide, and 8 or 10 feet long, and 5 or 6 inches thick.

Q. That is outside armor?—A. I presume so. I do not know what part of the vessel it came from. I have only seen the mills cutting it up. Some time ago I saw them at Harrisburgh. They cut it by cold chisels; putting up a heavy drop to drop on it.

Q. Then the frame of the vessel would be worth as much as your scraps you bought, provided they are not over 6 inches square?—A. Yes, sir; that would bring about the same price that we paid.

By the CHAIRMAN:

Q. Do you remember what you paid Seyfert, McManus & Co. for this bar-iron which you purchased?—A. We paid them $35.30 per gross ton delivered in Philadelphia.

Q. Taking the quality of iron that was delivered to you by Seyfert, McManus & Co., state to the committee how much bar-iron you would have delivered or at what rate or price you would have delivered bar-iron, new, in exchange for that.—A. For that iron at that time we would have given them new bar-iron back again at 2.4, which would be about $54 a ton. When I speak of bar-iron I mean the ordinary run of merchant's iron. Ordinary bar-iron runs from inch plates up to 6 inches wide, and from ⅜ thick up to an inch thick; and rounds, from an inch up to 2 inches. And it is the same way with squares.

Q. Now follow it through the grades up?—A. We have a regular list of extras that we charge when we get above those sizes. On round, 3 inches up to 3½ we would charge $\frac{3}{10}$ extra; 3⅝ to 4 inch, $\frac{5}{10}$ extra; 4⅛ to 4½ each, $\frac{7}{10}$ extra; 4⅝ to 5 inch, $\frac{9}{10}$ extra; 5¼ to 5½ inch, $1\frac{1}{10}$ extra; 5¾ to 6 inch, $1\frac{3}{10}$ extra. This is all round iron, 6¼ to 6½ inch, $2\frac{3}{10}$ extra; 6¾ to 7 inches, $2\frac{7}{10}$ extra. The squares vary a little, but not a great deal from that, and then when you get into flats 4 inches wide by 2½ to 3½ thick it is $\frac{3}{10}$ extra; 5 inches wide by 2½ and 3½ inches thick, $\frac{4}{10}$ extra; 2½ to 6 inches wide by ¼ to $\frac{5}{8}$ thick, $\frac{2}{10}$ extra; 4½, 5, 5½, 6 inches wide by 1⅛ to 2 inches thick, $\frac{2}{10}$ extra; 7 by ¼ to inch thick, $\frac{4}{10}$ extra; 7 by 1⅛, 3 inches thick, $\frac{6}{10}$ extra; 8 by ¼ to an inch thick, $\frac{6}{10}$ extra; 8 by 1⅛ to 3 inches thick, $\frac{8}{10}$ extra; 10 by ¼ to inch, one cent extra; 10 by 1⅛ to 1½ thick, $1\frac{1}{10}$ extra; 12 by ¼ to inch thick, $1\frac{4}{10}$ extra.

Q. I read to you what purports to be a proposition made by C. E. Pennock, under date of Coatesville, Pa., August 30, 1873, to Isaiah Hanscom, Chief of the Bureau of Construction, which is in these words: "We will furnish you all the plate, beams, angles, rivets, or any other iron required for building a sloop-of-war in the Boston navy-yard, at 8 cents per pound, to be of the best quality of their kind, and to be inspected at our works, previous to shipping the same, by an officer of your Department, appointed by yourself; we to receive in payment therefor old plates and beams now in Philadelphia and Portsmouth navy-yards, at 1¾ cents per pound. All of the old iron over 1½ inches thick to be cut in pieces or blocks not to measure over 4 feet in length previous to being delivered to us on the wharves of the different yards named." What is your opinion as to whether that is a good contract for the contractor or a good one for the Government?—A. I should think that it was a very good one for the contractor.

Q. If a similar contract had been made with a party in Philadelphia, who was to

receive his iron at the Philadelphia navy-yard, and to deliver according to this contract at the same yard, would it not be a still better contract for that contractor?—A. It should be, decidedly, he having the advantage of the freight.

By Mr. HARRIS:

Q. How good do you think it would be?—A. I would have to figure up a little on that, not knowing exactly how the Government specifications run; but I do not think that they can put a specification in hardly but what would be good for the contractor.

By Mr. BURLEIGH:

Q. If it was all the highest-priced iron it would pay, would it not?—A. Yes, sir; and they certainly would want some ordinary bars.

By Mr. HARRIS:

Q. How much a ton?—A. I said $30 or $40 a ton, moderately; and I might say a little more than that.

By Mr. JONES:

Q. You consider the plates a great deal cheaper than you do the angles and beams, do you?—A. Plating would be under beams. Within the last two or three months there has been a combination on beams, but I do not know what the price was in 1873, when that contract was made. I will have to refer back. Lately the beams have been running at 6 cents a pound less 15 per cent., but within the last three months the combination on beams has broken up, and now you can buy them below 3 cents. We bought some the other day at less than 3 cents a pound. We do not make beams.

Q. Could you have made the beams at that time?—A. We could have made them. We have a mill that is capable of making them.

Q. What would you have made them for at that time?—A. We should have shaded a very little under the combination, not being in it.

Q. What would you have made them for outside of any combination?—A. I cannot tell exact what beams were running for at that time.

Q. You know what the cost would have been at that time from the price of iron?—A. I know they would have cost nothing like what they were getting.

Q. Can you tell the committee what they would have cost in August, 1873, at a fair market-price?—A. That was a little before the panic. They could not have been bought outside of the combination.

Q. But I mean their cost outside of the combination?—A. They could not have been bought outside the combination.

Q. You could have made them outside the combination?—A. No, sir, we could not; our mill was not quite finished at that time. We were just about completing it. We started it shortly after the panic.

By Mr. BURLEIGH:

Q. But you can tell from your later experience?—A. Beams are being furnished now below three cents a pound.

Q. Did the combination have contracts with the Government at that time?—A. I do not know that fact. It was a very strong combination at that time.

Q. Who else did they make beams for besides the Government?—A. Builders in every direction and railroad parties. A great many are used in railroad construction, in bridges, &c. As I understand it, I do not think the Government uses largely of beams in naval construction. They use what they call the deck-beams. The waste in reworking the heavy plating would not be more than 6 to 7 per cent.

Q. That is the Government iron?—A. When you come to the scrap-iron, it would probably run up to 7 or 8 per cent.

By the CHAIRMAN:

Q. If the proposition was submitted to you to exchange such plate-iron as comes off vessels of the Government now being destroyed or which have been destroyed, say 10,000 tons, and you were required to name what quantity in return for that you would give in new iron to be used in the construction of vessels, what amount would you be willing to give in return?—A. I should have to know your specifications to determine in regard to that. The sizes of the plate and the character of the angle-iron, Ts, heavy plates, &c.

Q. Take it in general terms, as you have seen from the propositions which have come before you.—A. The specifications which have generally come before us for naval construction have been in the shape of narrower plates, 6, 7, 8, or 10 inches wide, and rounds running from an inch up to 6 or 7 inches in diameter.

Q. Taking that as your standard, how much would you say?—A. Then, there again we would want to know the proportion of all the various sizes that would be specified, unless we took a large margin to cover that contingency. You will see by the list of extras we run up on some of them to 2 cents a pound, which is $44 a ton.

By Mr. BURLEIGH:

Q. You know something about constructing vessels and have been aboard them?—A. We have not been much aboard Government vessels; but we have seen some Roach and Harlan, Hollingsworth vessels. We have furnished Mr. Roach rib and angle iron, but we have never done anything in the heavy plating line at all.

Q. Not being able, then, to give a specific answer to so general a question, I will resolve it into another shape; that is to say, taking as large or a larger quantity than I have named, would you be willing to do it at a less rate than three tons of scrap-iron, such as would be furnished by the Government for one ton of new iron?—A. I think there would be very little risk for the manufacturer in such a contract as that.

Q. Do you not think there would be a very considerable margin of profit?—A. Yes, I think so.

Q. Would you not be willing to state the amount of new iron that you would furnish, as you know the requirements?—A. I do not know how these specifications run—the thickness of these plates, &c. We have done nothing toward furnishing Government iron, although we should have liked very much to have done so.

Q. In a trade like that, receiving three tons of scrap for one of new, would it be most to the advantage of the Government to have iron low in price or high in price?—A. That depends whether the party furnishing the iron was a manufacturer or only a dealer.

Q. Does not the price of scrap keep along with the price of new iron?—A. Sometimes it does; but new iron might jump on him before the scrap-iron market went up. One generally follows the other. Sometimes scrap-iron runs up faster than the finest market does. It is an iron that fluctuates almost more than any other kind that we have.

Q. But as the market generally runs?—A. It would be better for the contractor to have a high price.

Q. Then, if it was a good contract the way prices are to-day, with iron worth 50 per cent. more than it is to-day, it would be a much better contract for the contractor, would it not?—A. Yes, sir.

Q. You think to-day that three for one would be a good contract and afford a good margin?—A. Yes, sir.

PHILADELPHIA, *April* 8, 1876.

EDWARD T. TOWNSEND sworn and examined.

By Mr. HARRIS:

Question. Have you had experience in the manufacture of iron?—Answer. I am president of the Cambria Iron Company, of Johnstown.

Q. What is the manufacture of that firm?—A. Railway-track iron, exclusively.

Q. Do you manufacture from scrap?—A. No, sir.

Q. What do you manufacture from?—A. Iron pig-metal and old rails. We do not use what is known in the trade as scrap, but use old rails which have been taken out of the track.

Q. Have you personal experience yourself as a manufacturer?—A. No, sir; my special duties are at the Philadelphia office, and they are financial. Our works are at Johnstown, some three hundred miles from here.

Q. Do you purchase material?—A. Yes, sir.

Q. And sell the manufactured article?—A. Yes, sir.

Q. You know, then, fully, and have known for many years the price of your raw material and the price of your manufactured article?—A. Yes, sir; we manufactured nearly all our crude material, buying little or none. We manufacture from the ore. We take the ore from the mountain, and manufacture into pig-metal, and from that into rails. We do little or nothing in purchasing.

Q. Have you any experience in working scrap?—A. No, sir; that is done by merchant mills.

Q. Do you sell your rails to any one particular railroad, or to all the railroads?—A. To all of them.

Q. Do you buy old rails from all the railroads?—A. We take them in exchange, but do not buy them.

Q. Where you take old rails in exchange for new, at what rate is that done?—A. We return a ton of new rails for one ton of old, and the price is generally about $25. Under the present depressed condition of business it is $17.50.

Q. I do not understand that exactly. You manufacture old into new, at $17.50 a ton?—A. Yes, sir. We return a ton of new rails for each ton of old rails, and charge $17.50 a ton for doing that work and supplying the loss. That is, however, an extremely low price.

Q. Do you cut up the old rails?—A. We cut them into proper lengths for a pile, and then use them in the manufacturing of new rails.

By Mr. BURLEIGH:

Q. Into how long lengths do you cut it?—A. I think the pile is about 4 to 5 feet.

By Mr. HARRIS:

Q. Do you put into one pile more than enough to make a single rail?—A. We cut it into pieces 4 or 5 feet in length, pile them into a pile, and heat it, and roll it down into a flat bar.

Q. You then pile those flat bars into a pile?—A. Yes, sir.

Q. Putting some different iron for the bottom?—A. Yes, sir; new iron on top and bottom, the iron on top being hard and granular, and that on the bottom being soft and tough. That is rolled into new rails.

Q. So that a pile may make a good many rails?—A. Yes; one pile would make one rail thirty feet long. That is the length of a railway-bar when it is finished. That is, a pile makes one rail.

Q. Now, you get $17.50 per gross ton for reworking the rail and supplying the waste?—A. Yes, sir.

Q. What, in your judgment, is that price less than the price two years ago?—A. Two years ago we got about $25, if my memory serves me correctly.

Q. What is the price of new rails to-day?—A. $42 would be my quotation.

Q. What was it two years ago?—A. Just before the panic we sold iron rails at $80; $82.50 was the last sale we made before the panic. Steel rails we sold at $130.

Q. Have you any knowledge of the cost of working large iron for ship use?—A. I have not. We have nothing at all to do in that line.

Q. Could you form an opinion as to what would be a fair rate of exchange between scrap-iron, such as the Navy furnishes, and new iron, such as is necessary to use in building monitors?—A. I scarcely suppose I can form a better opinion than you would here. It is entirely foreign to my business.

Q. Would you say that three pounds of scrap-iron in exchange for one pound of new iron would be a fair contract by the Government?—A. I should think that it was a fair business. I should not think there was anything exorbitant in that. I do not know the cost of cutting the plates and the number of times they have to be reworked, nor the quality of the iron, nor how much loss there would be in working it.

Q. Say a pound of old iron at 1¾ cents per pound taken out of the Government yard, and new iron delivered at the Government yard at 8 cents a pound?—A. There is no analogy between the two proposals.

Q. One was a proposition where the Government delivered old iron and took back new at the rate of three pounds of old for one of new. Do you think that is a fair business?—A. Yes. I should think it would be a fair proposition.

Q. Now, as to the other proposition, where the Government delivers a pound of old iron and charges for it 1¾ cents, and agrees to buy new iron manufactured from it giving 8 cents per pound?—A. I think that would be very profitable to the contractor.

Q. Would you say that would be exorbitant?—A. I should think that 8 cents was an exorbitant price. I think within two and a half years new bar-iron has not been worth anything like that amount of money.

Q. You are aware that the iron required for ship purposes is very large, some of it, say beams and ribs. Does that make any difference in the cost of manufacture?—A. Yes, sir; decidedly.

Q. Suppose it were bar-iron six inches square.—A. I should think it would be much more expensive to roll. You have got me into a business that I know nothing about. We make nothing in the world but rails, and I know very little about anything in the iron business excepting railway-bars. Working large pieces they have to be cut to exact lengths, but the details of the work are very different from ours. We turn out a product of 2,000 tons per week of finished rails. I do not suppose that works of the same capacity as ours in the manufacture of bridge and building material, and ship-iron, and things of that kind, would turn out 200 tons a week—not more than one tenth.

By Mr. BURLEIGH:

Q. Do you know what bridge-iron is worth to-day?—A. I do not, but rails are a business that go right straight along all the time.

Q. Bridge-iron is not worth any more than rails, is it?—A. I should suppose it was. Rails are worth a little less than two cents a pound.

Q. Do you say that to-day the exchange of one pound of new iron for three pounds of old would be a profitable business, at the low market-rates of iron?—A. Yes, sir; I think it would be a profitable business.

Q. With old iron at 1½ cents a pound, would there be any more profit in receiving three pounds of old for one of new?—A. That would be 4½ cents for the new iron. Now, when you get old iron to the price of 1½, everything else would be in proportion—

wages, labor, and everything—so that the price of new iron would be dependent to some extent on the price of the old. You cannot let one stand still and the other advance or decline.

Q. But as it does not take three pounds of old iron to make one of new, the amount of iron which you have on hand is worth a cent and a half where to-day it is worth only one cent?—A. Yes, sir.

Q. Consequently, what would be the result to the manufacturer? Would it be to his advantage to make a trade of that kind when iron was high rather than when it was low?—A. I think relatively it would be the same, because the value of the new iron would depend on the cost of the raw material.

By Mr. HARRIS:

Q. I understood you to say that the exchange of three pounds of old iron for one pound of new, would be a fair business, having no reference to the cost of iron?—A. I think it would be a fair business to the manufacturer.

Q. Irrespective of the price of old or new iron?—A. Yes, sir.

By the CHAIRMAN:

Q. I understood you to say that in a trade where the Government sold to a contractor old iron at 1¾ cents, agreeing to take it back reworked at 8 cents a pound, that was a first-rate contract for the contractor?—A. I should think so.

Q. And in regard to the other—exchanging three tons of old for one of new, you say that is a very fair contract for the contractor?—A. Yes; I could not say that there was anything exorbitant in that. It depends altogether on how much it costs him to manufacture that scrap, and that I know nothing about; but my impression is that it costs more to work it into ship material than into railroad iron.

PHILADELPHIA, *April* 18, 1876.

THEODORE CRAMP sworn and examined.

By Mr. HARRIS:

Question. What is your duty in the firm of Cramp & Son?—Answer. I occupy the position of secretary and treasurer of the establishment.

Q. Do you have charge of the books of the concern?—A. Yes, I have the superintendence of the books of the firm.

Q. Has your firm rebuilt several vessels for the Government, and are they now engaged in rebuilding the Terror?—A. Yes, sir.

Q. I understand that you are rebuilding the Terror under contract?—A. Yes, sir.

Q. What is the amount paid by the Government for rebuilding her, irrespective of the iron question?—A. We have two contracts on the Terror. One is a contract for putting in frames, amounting to $135.000.

Q. What does that include?—A. We call it the putting in frames. That includes a vast amount of detail work which the contract specifies. A copy of the proposition is as follows;

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*Washington, October* 2, 1874.

"GENTLEMEN: By direction of the Department, the proposition is hereby made to you to put in frame an iron-clad monitor, in accordance with the drawings and specifications to be furnished, that is to say: erect the frame, garboard-strakes, keelsons, floors, deck-beams, making the structure complete in readiness to receive the external plating, also in readiness for the internal fittings, deck plating, side-armor, &c., for the sum of $135,000.

"This proposition is made with the understanding that the work to be performed by you embraces stem and stern-post, the intercostal plates with all necessary passages for water-courses and ventilation, all ledges and carlings for hatches, deck-pipes, turrets for turret-beds and shaft, all work for the propeller-shaft connected with the frame of the vessel, and all other work except the internal and external plating.

"To paint with metallic paint or red lead all work requiring the same, composing the frame of the vessel, or the repairing of the Terror, double-turreted monitor. The iron that you will furnish for this work will be of the best quality charcoal-iron, and have a tensile strength of 60,000 pounds per square inch, for which the Government will pay, by delivering to you, three pounds of old or scrap iron for each pound of new iron used. And by this proposition it is to be understood that in making any further contract or agreement for the completion of the repairs of the Terror, no disadvantage to the Government shall occur by having the vessel on the stocks in your yard, but if it shall appear that a higher price is demanded for completing the

work still to be done than in the opinion of the Department should be paid therefor, the Government shall have the right to bargain with any other party to go into the yard and do the remainder of the work required to complete the repairs of the said monitor. Please signify in writing your acceptance of this proposition.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"The W. CRAMP & SONS SHIP AND ENGINE BUILDING COMPANY,
"1415 *Beach street, Philadelphia.*"

Q. That proposition is in substance putting an iron hull instead of a wooden hull in the monitor?—A. Yes, sir. The original Terror was a wooden hull.

Q. In this contract you simply make the frame of iron?—A. Yes, sir.

Q. For that you have $135,000?—A. Yes, sir.

Q. In connection with that contract have you another contract by which the Government furnishes you iron?—A. I believe it specifies in the latter part of that contract that it simply includes the labor, and any material which we furnish is to be paid us in old material. The contract-price simply refers to the labor.

Q. I find in this contract the following language: "The iron that you will furnish for this work will be of the best quality charcoal-iron, and have a tensile strength of 60,000 pounds per square inch, for which the Government will pay, by delivering to you, three pounds of old or scrap iron for each pound of new iron used." Under that contract you did the labor for $135,000?—A. Yes, sir.

Q. And furnished the Government one pound of new iron for three pounds of old furnished you?—A. Yes, sir.

Q. Is that a fair exchange?—A. I think it is a very fair exchange.

Q. Do you roll your old iron?—A. No, sir; we find we have as much as we can do to manage our own business.

Q. You sell your old scrap which you get from the Government?—A. Yes, sir.

Q. For what price?—A. We have some of that scrap on hand now, and would very willingly sell it for about $28 a ton if we could get it. I think it would hardly bring $28 a ton to-day, but it has been higher. Iron has fallen within the last year or so. I think we sold some upward of a year ago at from $30 to $32 a ton; to-day I do not think we could get over $28 a ton for it.

Q. You are now purchasing new iron for the Terror?—A. Yes, sir, a very little; our contract is about finished.

Q. You have purchased a large quantity of new iron?—A. Yes, sir.

Q. At what rate?—A. That iron has been bought during the past two years. I do not recollect what date it was. My memory in regard to prices during the last two years would range it, say 3½ cents—some over 4 cents. I think we must have paid as high as 5 cents a pound for beams. I should judge the iron would average about 4 cents a pound. It may have been over that and it may have been less. I could not say positively, as I never made an average of the rate.

Q. You charge the Government for the new iron at weight simply?—A. We charge the Government with the amount of pounds actually received, that is, the amount of pounds that we furnished in the vessel.

Q. All work that you do on the iron is compensated in the $135,000?—A. Yes, sir; We sold iron, I suppose, ranging all the way from $28, probably up to $33, and perhaps some $34.

Q. The whole price paid averaged about 4 cents for new iron?—A. We paid different rates, according to the description of the iron. If it was plate, we paid one price; if beam, it was generally higher.

Q. What is the difference between the two?—A. Plate iron is generally about 1½ to 2 cents lower. Beam iron is more difficult to work.

Q. Is your contract at $135,000 a very favorable one for you?—A. No more favorable than we would like to take from any private party.

Q. You like to take good contracts all the time?—A. Yes; that is our business.

Q. I ask you how it is as a contract?—A. It is no more favorable than contracts that we make with private parties.

Q. How did you obtain this contract?—A. I suppose in the regular order of business, by application for it. I knew that there was a very large amount of work being given out, and we had as many facilities for doing that work as anybody else.

Q. Do you remember the circumstances and what steps you took in relation to it?—A. No, sir; I do not recollect the circumstances, because I had nothing whatever to do with securing contracts. It was out of my line of business.

Q. Who did secure it?—A. My brother generally went to Washington.

Q. Which brother?—A. William, the one who has been on examination before your committee.

Q. Did you employ any intermediate persons to secure contracts?—A. I know of none.

Q. Have you at any time employed Mr. E. G. Cattell to obtain contracts for you?—A. No, sir.

Q. Have you employed him in any way?—A. We may have employed him in some capacities.

Q. State in what capacities.—A. Sometimes there was some delay in getting our bills through the Government, and he rendered us assistance in that respect.

Q. Did you compensate him for it?—A. We like to compensate parties when they do us service.

Q. Did you?—A. Yes, sir.

Q. How much did you pay him in all?—A. I do not recollect what amount we paid him. We paid him money several times. We never made any distinctive memorandum of these things.

Q. Do not your books show them?—A. No, sir; I cannot tell from the books. We make no personal charge. We have not given Mr. Cattell anything for over a year and a half or probably two years.

Q. I only want to get at, in round numbers, as near as you can tell, how much money in all you have paid him?—A. I really could not tell.

Q. You have not an idea?—A. No, sir, I have not the least idea.

Q. Have you paid him $40,000?—A. I do not think it could have amounted to that, because we have not had a sufficient amount of work to warrant that.

Q. Do you mean to say that your cash-account would not show how much you paid him?—A. No, sir; it would not.

Q. Why?—A. Because we never made distinctive charges. The amounts were determined when he came there to us. My brother generally fixed the amount.

Q. You do not mean to tell me if you paid him out a thousand dollars cash——A. (Interrupting.) Yes, I mean to tell you that—that our books would not show what amount of money we had paid to him.

Q. Do you keep a full and complete set of books, showing all your transactions?—A. Yes, sir.

Q. How would you so disguise the payment of $1,000 in cash that you could not find it?—A. We never made any attempt to disguise our payments of cash.

Q. Why could not you tell, then?—A. Because all items of that description are charged to the personal expense-account of the firm. The amount of work we have done for the Government has been a very small proportion of the large amount of work that we have done in the past four or five years. Outside of Government matters, if persons render us any service in bringing us work we compensate them.

Q. Would it not go into the expense-account?—A. Yes, sir; but, as I say, all our charges of that nature go in consolidated to the personal expense-account of the concern. There would be an entry of that amount of cash paid out.

Q. To whom?—A. To the personal account of the concern.

Q. So that his name would not appear on your books?—A. No, sir.

Q. You are treasurer of the concern?—A. Yes, sir.

Q. You have an idea, if you have not an entry on your books, have you not, of the amount of money paid Mr. Cattell?—A. No, sir; I have not an idea.

Q. Are you satisfied that it is quite large?—A. That I could not say, whether it was large, or what amount it was. I could not reccollect it, because it has been over two years now, and I have not made any reference to the matter.

Q. Cannot you do it?—A. I could not do it.

Q. Your books might show it?—A. No, sir.

Q. So that if you paid $1,000 it would be likely to be charged to general expense-account?—A. Yes, sir; all items of that nature are so charged. There are other matters independent of that.

Q. Do you not itemize your expense-account?—A. No, sir.

By Mr. BURLEIGH:

Q. Not in your day-book?—A. Not matters of that description. We keep a general expense-account.

By Mr. HARRIS:

Q. Is it not itemized?—A. Yes, sir.

Q. Would not the item of $1,000 or check made to E. G. Cattell appear somewhere in your books?—A. It might appear, as I say, in the charge to the personal expenses of the firm.

Q. Would it not appear as a check paid to E. G. Cattell?—A. No, sir. During the time we were doing that work, we had large contracts on hand outside of the Government. The Government work was a small matter then. As I say, in that same manner and in the same way we made all our charges for any presents that we made to any of our friends who did us any favor in getting work outside of the Government; charges were all made in the same way.

Q. But they were made to the individual, were they not? The individual's name is mentioned to whom you gave $500 or $1,000?—A. No, sir.

Q. How would you make the entry?—A. We made the entry to expense-account of the firm William Cramp & Sons.

Q. Would you say William Cramp & Sons, Dr., cash, Cr.?—A. Yes, sir; and charge it in the regular expense-account.

Q. You keep a bank-account?—A. Yes, sir.

Q. You keep a check-book?—A. Yes, sir.

Q. Would not your check-book show if you made a check to E. G. Cattell?—A. No, sir.

Q. Would you make your check payable to William Cramp & Sons, or order?—A. To bearer, if we gave a check.

Q. Was there not an attempt or purpose to conceal from yourself the amount paid Mr. Cattell?—A. No, sir; that was only our regular way of doing those matters, independent of Government matters.

Q. I want your best judgment as to the amount of money paid to Mr. E. G. Cattell.—A. I should not like to say, because I do not know. I do not recollect. I made no note of it at the time, and I do not want to testify to an amount that I really do not know. It has been a year or two in existence.

Q. What did you pay him for?—A. We paid him for getting our bills through the Government, and attending to getting payment. Sometimes we were delayed pretty seriously in getting money from the Government.

Q. Do you know how much you paid him at any one time?—A. No, sir; I could not state any amount.

Q. It amounts to a good many thousand dollars in all, does it not?—A. It depends altogether on what a good many thousand dollars is. I really could not testify as to that.

By Mr. HARRIS:

Q. I should think $10,000 a good many.—A. I do not want to testify to any amount, because I do not recollect. I could not state positively what he may have been paid.

Q. I do not ask you to state positively.—A. It was done several times, probably ranging over a year or two.

Q. What were the amounts—$1,000 and over at each time?—A. I could not state that.

Q. Have you not the slightest recollection about it?—A. No, sir; I have no recollection of what the amounts were.

Q. Why did you pay him at all?—A. We paid him in order to get our bills and vouchers promptly passed by the Government, and get them through and get our money.

Q. Was he a recognized broker between contractors and the Government?—A. I do not know about that.

Q. Was he understood to occupy that position?—A. Not with me he was not. I do not know how he was with outsiders.

Q. What did you understand his facilities were for obtaining a settlement of your bills?—A. I do not know what his facilities were except that we thought that he had influence enough to get them through.

Q. Did he represent to you at any time what his facilities were?—A. No, sir.

Q. Who made the arrangement with him?—A. My brother William generally did. In fact he made the arrangements with Mr. Cattell.

Q. Your brother William informs us that you can tell us the amount of these payments?—A. I could not tell you the amount.

Q. You paid the money and he made the arrangements. Was there any other member of your firm who was in personal direct relations with Mr. Cattell in this matter?—A. No, sir; not that I know of.

Q. Is your father active in the business?—A. No, sir; he has not taken any active part in the business for the last five or six years.

Q. How old a man is he?—A. About seventy years of age.

Q. Do you know whether he made any arrangement with Mr. Cattell to assist the firm?—A. No, sir; I am satisfied that he did not. I know we had great difficulty in getting our payments through; and it was my understanding that Mr. Cattell was employed to get our bills passed.

Q. It strikes me as a little peculiar that you have no idea to what extent you compensated him.—A. I do not know how peculiar it may appear, sir.

Q. Does it not strike you so?—A. No, sir. We have had very large transactions, and, as I said before, the Government work that we did was only a small portion of the work that we were doing at that time. We were doing at the rate of $2,000,000 a year outside of the Government.

Q. Did you not keep your books so that you knew exactly at the end of a contract whether you had made or lost money?—A. O, yes.

Q. Now, sir, if you made a contract with the Government to put up the Terror at $135,000, would not your books show every item of expense which was properly chargeable to that contract?—A. Yes, sir.

Q. How could you get along without showing commissions paid to Cattell in order to get your pay?—A. We did not regard that as any charge against the vessel.

Q. You would not charge that against the vessel?—A. No, sir.

Q. You could not charge that as part of the expense of William Cramp & Sons for general expense of business?—A. Yes, sir; and we made all our other charges, of that nature, in the same way.

Q. Then you were not in condition to tell exactly the profits of any contract which you made?—A. O. yes.

Q. If you paid $5,000 to E. G. Cattell to get your pay for work done on the Terror or any other vessel, and that did not appear as charged against that contract, you would not be able to tell, from your account, the profits on that job?—A. Yes, we would. We would not regard that as a chargeable item to construction.

Q. I will take it in another form. At the end of the year do not your books show the profits of the year's work?—A. Yes, sir.

Q. And would you, in order to ascertain the exact profits of the year, take your general expense-account in the whole business?—A. Yes, sir.

Q. You do not distribute that general expense-account among your several contracts?—A. No, sir; that is chargeable to profit and loss.

Q. What other jobs have you done for the Government besides the Terror?—A. I think we raised the Saugus, Manhattan, and the Nantucket.

Q. You rebuilt them all under contract?—A. Yes, sir. The second contract on the Terror is as follows:

"NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
"*Washington, April* 4, 1875.

"GENTLEMEN: The bureau proposes that you shall finish the iron hull-work and the deck armor-plating of the double-turreted monitor Terror, now at your yard; that is to say, do all the inside and outside plating, all the fore-and-aft and athwartships bulkheads, all the foundations for engines, boilers, and machinery, including foundations for turret-machinery and blowing-engines, all the alley-ways, coal-bunkers, manhole-plates for the inner skin, foundations and gearings complete for turrets, all the pipes and ventilators required for the blowing-engines, and iron rudder made and hung, together with preparing, laying, and finishing the deck-armor complete; that is to say, the deck composed of two courses of seven-eighths inch strapped on the under side athwartships and fore and aft, riveted and calked water-tight, boring all holes for deck-lights and attaching the old deck-lights, and fitting the ventilator-tops, and setting and fitting complete all ship-pumps; also pumps worked by hand; forming all hatchways and finishing the hatches complete, iron ventilators, coal-openings, and fitting to them the battle-plates belonging to them; making the hawse-pipes, channel-ways for chains, and putting down the timber-heads; putting up the boat-davits, preparing the work aforesaid complete in readiness for the wooden deck, including painting the hull with three coats of such paint as may be furnished, and cementing all parts required; it being agreed, however, that neither side-armor, armor-backing, deck outfit, nor woodwork is embraced in the work to be done, and that no materials are included in this proposition. And, in consideration of your doing the work as above set forth, the bureau agree to pay to you the sum of $155,000, in ten equal payments, 20 per centum to be reserved from each payment until the completion and acceptance of the work. Bills to be rendered by you, under certificate of the inspecting officer that the work has progressed sufficiently to entitle you to the payment named.

"Please signify in writing your acceptance of this proposition.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"The W. CRAMP & SONS S. & E. B. CO.,
"1415 *Beach Street, Philadelphia.*"

Q. In that plating contract did you also receive iron on the same terms?—A. Yes, sir.

Q. Do you know the amount of all your charges against the contracts of the Terror? Can you tell the committee the amount of iron received and the amount delivered?—A. I can; it is as follows:

Iron received from Bureau of Construction.

1875.		Pounds.
June.—	Plate-iron used from old hull monitor Terror	1,391,156
	Plate-iron used from old hull monitor Algoma	1,397,760
	Plate-iron used from old hull monitor Otsego	1,301,440
Sept.—	Invoice August 27, iron plate sent us by Department per schooner S. S. Hudson	1,092,875
		5,183,231

Weight of iron in new hull of Terror, 2,033,454 pounds.

Q. State whether or not you have received all the old iron you expected to receive on account of the contract.—A. No, sir; that statement shows the Government to be in our debt about eight or nine hundred thousand pounds of old material.

Q. That you are to receive in old iron under your contract?—A. Yes, sir.

Q. State whether you have at any time before made an exchange-contract of old iron for new.—A. No, sir; this was the first and only one. Our other contracts are as follows:

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, April* 23, 1874.

"GENTLEMEN: Referring to your letter of the 19th February, offering to make the repairs, &c., necessary to fit the Nantucket for service at sea, you are authorized to do this work, provided you will do so under the following terms, conditions, and requirements:

"*Engines.*—Overhaul all the valves, journals, brasses, connections, &c., substituting new parts required, (with exception of new drainage-pumps if found necessary,) for the sum of $10,500.

"*Boilers.*—Take out the old boilers, construct and erect on board the vessel new boilers, as per plans, &c., furnished, for the sum of $20,000, with 35 cents per pound for new composition-tubes, if furnished by you.

"Also to furnish all the trimmings for these new boilers, such as grate-bars, bearing-bars, stop-valves, safety-valves, gauge-cocks, &c., make all connections of steam and water-pipes, re-arrange the coal-bunkers, furnish fire-room, floor-plating, and all necessary ash-pans, boiler-saddles, &c., to make the boiler-attachments and everything appertaining thereto, complete and ready for steam, including felting and lead covering for the boilers, for the sum of $10,350.

"In short, for the sum of $40,850, to make every part of said machinery, with new boilers and appurtenances, so complete that when the vessel leaves your works nothing further need be done to have the entire engineering department in the most efficient condition for sea service.

"All the materials used to be of the very best quality, workmanship first-class, and the entire work done to the satisfaction and approval of the inspecting engineer.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"WM. CRAMP & SONS,
"*Philadelphia, Pa.*"

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*Washington, January* 15, 1874.

"SIRS: The Department has directed that the Nantucket be repaired by you in accordance with the instructions herein given and as required by the specifications for doing the work, a copy of which is attached, and is hereby made a part of this agreement, for the sum of $189,000.

"The work to be done is as follows: The vessel is to be raised 15 inches higher than the top of the old armor; iron beams and new iron-deck plating, in two thicknesses of three-fourths inch each, are to take the place of the wooden beams and the present deck-plating. The deck-planking of 3-inch white or yellow pine is to be fastened to the iron-plating with brass screws. In extending the armor, corresponding with the raising of the vessel, wrought-iron bars 5 inches by 11 inches, with butt strips 3 inches in thickness, which will be furnished by the Government, will be used for a distance of 140 feet from the bow. The remaining armor will consist of three sloping plates secured to the backing and deck-plating. The ceiling will be removed fore and aft, and the bottom plating and frame angles scraped. The plating and rivet-heads will be covered up to the bilge with best cement. A steam attachment will be made to the windlass; two adjustable hydraulic jacks will be fitted with a collar around and against the spindle for raising the turret. All carpenter and joiner work rotten or unfit for use to be made new. Deck-lights, ventilators, battle-hatches, and coamings, and sea-plates for all deck-openings to be properly fitted and secured. Magazines to be fitted in accordance with the "Ordnance Regulations" of the Navy. The armor-plating and wood-backing that has been battered or injured with shot, or rotten, to be replaced with new material. All towing or other bitts, chocks, mooring-rings, life-line, and awning-stanchions, head for men on deck, anchor-crane davit, cranes to hatches, tripods for flag-staffs, boat-davits, hurricane-deck and necessary fittings, will be constructed and fitted in a workmanlike manner. The vessel to be docked, scraped, and painted with three coats of red lead.

"It is further understood that the work to be done upon this vessel is to include everything necessary to make her perfect and complete and ready for sea-service, and that anything necessary to so perfect her which is omitted to be mentioned in this

this letter, or in the specifications for doing the work upon her herein referred to, is to be supplied without extra charge.

"The vessel is to be completed, ready in all respects for a cruise at sea, on or before the 1st day of December, 1874, and if she is not so completed as aforesaid by that time, a reduction of $5,000 per month, or in that proportion, shall be made in the amount to be paid for every month or part thereof after the date above mentioned, until she has been examined, and declared to be completed as specified, by a board to be appointed by the Department for that purpose. Proportional payments, in twenty parts, will be made as the materials are procured and as the work progresses, upon bills properly made for a certain twentieth part of the repairs done, and signed by the superintending assistant naval constructor, certifying that the amount of materials has been furnished, and the work done entitling you to a payment.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"WM. CRAMP & SONS,
"*Philadelphia, Pa.*"

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*Washington, October* 10, 1874.

"GENTLEMEN: Your offer to break up two of the light-draught monitors now at the naval station, League Island, for $6 per ton of 2,240 pounds, is hereby accepted, and instructions have been given to the commandant of that station to turn over the Algona and Otsego to you for conveyance to your yard.

"As the boilers and machinery are to be retained by the Government, you will please, before proceeding to break up the vessels, have them carefully removed and stored. The vessels will be ready in a few days.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"THE W. CRAMP & SONS S. & E. B. CO.,
"1415 *Beach Street, Philadelphia.*"

The WITNESS. That contract for breaking up the monitors was a bad one, and whoever took similar ones lost money at $6 a ton.

Q. Without the privilege of exchanging that iron for new iron, you say it was a bad contract?—A. Yes, sir.

Q. And with the privilege of exchanging it for new, you managed to save yourselves, I suppose?—A. We might have come out square on it.

Q. Did you not make any money on it?—A. We might have made some; I do not know how much. I have here a request to us to bid on the Terror, as follows:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"*Washington, August* 13, 1874.

"GENTLEMEN: The plans for rebuilding the monitors Terror and class are so far advanced that the Department desires you to make proposals for doing the work. You will be able to make your estimate of the price for doing the work from the general dimensions and limited details, which are as follows, viz:

"All iron material to be furnished by the Gevernment. Hull of iron, (copy of cross-section inclosed.) The turrets, armor-plating, deck-plating, pilot-house, ventilators, deck-lights, &c., belonging to the Terror, and each vessel, are to be used in the rebuilding of the hull.

"Length between perpendiculars is 250 feet; breadth to outside of armor-plating, 56 feet; depth from base-line to top of deck amidships, 16 feet 7 inches. The hull will be double, having an inner plating, water-tight covering or skin running to the top of the beams, the outside plating extending up to the shelf, 6 feet below top of deck. Upon the shelf will be put the timber-backing and armor-plating. Outside plating will be ¾-inch thick, and inner or skin-plating 5-16 inch thick. Frames to be made of ¾-inch plate, with angle and reverse-angle iron. Depth of frames at keel, 28 inches; space of frames, 24 inches. There will be five intercostal plates running the whole length of the vessel on each side of the keel. Every 12 feet the frames will be whole, forming water-tight compartments. A man-hole and plate will be made in each compartment, so that access may be had for cleaning and painting. Engine-keelsons to be made to fit the engines and boilers. Three water-tight bulk-heads will be put up athwartships, forward of the boilers, with water-tight valves and doors in each. Iron bulk-heads for shaft-alleys and store and locker rooms will be made, and all iron-work to be done pertaining to the hull. The bottom of the vessel to be painted either with red lead or patent paint—three good coats—and the inside to be cemented with the best material. All *inside iron-work to be* painted with three good coats of best paint.

"Estimated weight of iron for the above, separate from deck-plating and armor-plating, is 1,000 tons, of 2,240 pounds to the ton. Proposals for the hull at the above weight are wanted.

"Proposals also for the putting on of the deck-plating, two courses of 1-inch iron, and armor-plating, five courses of 1-inch iron and two courses of 1½-inch iron, making 8 inches in thickness, are wanted.

"The putting on of the deck-plating will include the ventilators, air-ports, battle-hatches, capstan, timber-heads, cleats, cavels, awning-stanchions, boat-davits, and fish-davits, hawse-pipes and cable-bitts, stanchions for life-lines, and all iron-work on deck pertaining to the hull. Estimated weight, 1,100 tons, of 2,240 pounds to the ton.

"An early answer to this communication is required.

"Respectfully, your obedient servant,

"I. HANSCOM,
"*Chief of Bureau.*

"THE W. CRAMP & SONS S. & E. B. CO.,
"1415 *Beach St., Philadelphia.*"

Also application for a bid on boilers of the Terror from the Department, and bid therefor, and contract of March 24, 1875. They are as follows:

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, January* 15, 1875.

"GENT.: Will you please inform the bureau the price or for what sum you will furnish and erect, complete and in a condition for continued service, new motive-machinery for the United States iron-clad monitor Terror, (now being rebuilt by you,) in accordance with the drawings and specifications on file at the Department, and which you are respectfully invited to inspect and take such notes from as you may deem requisite to aid you in submitting your reply to this bureau. The design contemplates two compound engines, the cylinders of which are 34 and 51 inches diameter, respectively, with a stroke of 42 inches, supplied with steam from six compound boilers.

"The details of construction and dimensions of all the machinery and boilers are set forth in the drawings and in the specifications above referred to.

"You will please state what speed for twenty-four hours you will guarantee by the application of the power contemplated in your proposition, and if such guarantee does not cover 12 knots per hour.

"Please state such alterations, in the designs submitted, and to which your attention is called, as you deem required to enable you to guarantee a speed of 12 knots per hour, *in this case*, for twenty-four consecutive hours, under ordinary favorable conditions of trial-tests, and the cost of same in pounds of anthracite coal per indicated horses' power per hour.

"It will be understood that the price named in your proposal will be the sum for which you will furnish and erect in the vessel in all respects, complete and ready for continued service, in accordance with the usual requirements of naval practice, new motive-machinery and boilers, complete in all its details respectively, guaranteed to make the speed above specified, together with duplicate pieces of machinery, tools, &c., and deliver it to the Department ready (so far as the motive-power is concerned) and in a condition for continued active service without charge other than the sum named in your proposal.

"You will further please inform this bureau the price you will agree to furnish and erect the boilers, as per drawings and specifications on file, six in number, with steam-drums, super-heaters, uptake, smoke-pipe, smoke-connections, attachments to impregnable chimney; all steam and water connections and appendages of all kinds, such as grate-bars, bearer-bars, &c., complete, properly connected with the engines, and ready for service, including boiler-covering, as may be approved by the bureau, without any extra charges whatever.

"You are further requested to state the price for which you will take take the motive-machinery and boilers, with all their connections and appendages, removed from the vessel and at present stored in your yard, including all the pumps and fixtures of every kind, and thoroughly repair the same, furnishing new parts and pieces required, missing or too much worn or damaged to be again available.

"Erect the said machinery on board the vessel, with all connections, fastenings, fittings, oiling-apparatus, gauges, and instruments of all kinds, flooring, stairways, brass and iron railings, &c.

"The whole to be complete in every respect, together with duplicates and tools, ready for service in accordance with naval practice and the general requirements of the Bureau of Steam Engineering. The vessel to have a satisfactory trial trip, and delivered to the Department without *extra* charges of any kind.

"Please state what speed may be reasonably expected from this vessel for twenty-four consecutive hours, by the application of the machinery as above indicated.

"The Department has stored in the Kittery navy-yard one pair of engines, taken from the Nantasket, the cylinders of which are 36 inches diameter by 36 inches stroke.

"One pair of the same dimensions, taken from the Swatara, stored at the navy-yard, Boston. These engines are in fair condition.

"Will you please state to the bureau the sum for which you will receive these engines, overhaul and properly repair the same, and erect them complete in the vessel, in all respects in a condition for service, as to the cases and under the conditions above mentioned.

"The Department will, after receipt of your reply to these propositions, determine which to accept as most favorable to the interests of the public service.

Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"WM. CRAMP & SONS,
"*Philadelphia, Pa.*"

"MARCH 24, 1875.

"SIR: We will agree to furnish and erect complete on board the United States iron-clad Terror, all the boilers, six in number, according to the drawings and specifications furnished us, including super-heaters, uptakes, smoke-stack, and connections to the impregnable stack, all steam and water connections, grate and bearer-bars, &c.; also, the auxiliary boiler and appurtenances, the whole complete to the satisfaction of the bureau, for the sum of $110,000, the old boilers now on board to belong to us.

"Respectfully yours,

"THEO. CRAMP,
"*Secretary and Treasurer.*

"Engineer-in-Chief W. W. W. WOOD, U. S. N.,
"*Chief of Bureau Steam-Engineering.*"

"NAVY DEPARTMENT,
"BUREAU OF STEAM ENGINEERING,
"*Washington, April* 14, 1875.

"GENTLEMEN: Replying to your letters of January 16 and March 24, making propositions relative to the power of the Terror, by direction of the Hon. Secretary of the Navy, that part relating to boilers, as follows: 'We will agree to furnish and erect complete on board the United States iron-clad Terror, all the boilers, six in number, according to the drawings and specifications furnished us, including super-heaters, uptakes, smoke-stack and connections, grate and bearer-bars, &c.; also the auxiliary boiler and appurtenances, the whole complete to the satisfaction of the bureau, for the sum of $110,000, the old boilers now on board to belong to us,' is hereby accepted, provided the materials used be of the very best quality and the workmanship first-class.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"WM. CRAMP & SONS,
Philadelphia, Pa."

Q. Was that bid made in competition with other manufacturers?—A. I believe it was.

Q. What other persons did you compete with?—A. Harlan & Hollingsworth, and I think a New York concern also; also, John Roach. I do not recollect all the bidders.

Q. What other contracts have you?—A. There is some old material noted here that we bought from the Bureau of Steam-Engineering, that was in breaking up the two old monitors. We purchased the old engines and boilers.

Q. Was that at private or public sale?—A. It was an offer we made for them, I think.

Q. State what you gave for them?—A. The following documents will show:

"*Purchased from Bureau Steam-Engineering:*

"1875.

"June 24.—Two boilers from Philadelphia navy-yard, weighing 169,870 pounds, at $40 per ton		$3,033 39
"June.—Otsego and Algoma machinery, broken up at our yard:		
"37,212 pounds brass, $13	$4,837 56	
"3,987 pounds lead, $6	239 22	
"14,539½ pounds copper, $15	2,180 92	
"187,700 pounds cast iron, $25	2,094 86	
"82,296 pounds wrought iron, $30	1,102 18	
"52 1144/2240 tons Algoma boilers, $25	1,312 77	
"44 1043/2240 tons Otsego boilers, $25	1,111 61	
		12,879 12"

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"*Washington, April* 8, 1875.

"GENTLEMEN: Your offer contained in your letter of the 5th instant, to receive the old machinery, &c., belonging to the Otsego and Algoma, at 13 cents per pound for brass; 15 cents per pound for copper-pipe; $25 per ton for cast iron; $30 per ton for wrought iron; $25 per ton for boilers as they stand without cutting, is hereby accepted.

"Respectfully,

"WM. W. W. WOOD,
"*Chief of Bureau.*

"WM. CRAMP & SONS,
"*Philadelphia, Pa.*"

Q. Have you given to the committee so far as you can all your trades and contracts with the Navy Department since 1871?—A. I have here a bid for the scrap-material heretofore referred to as follows:

"APRIL 5, 1875.

"Engineer-in-Chief W. W. WOOD, U. S. N.,
"*Chief of Bureau Steam-Engineering:*

"SIR: The following are the prices we are willing to pay for the engines and boilers, now stored at our yard, belonging to the light-draught monitors Otsego and Algoma:

"Brass	13 cents per pound.
"Copper pipe	15 cents per pound.
"Cast iron	25 dollars per ton.
"Wrought iron	30 dollars per ton.
"Boilers as they stand	25 dollars per ton.

"The cost of taking out and storing above to be deducted from the amount to be paid.

"Very respectfully yours,
"The W. Cramp & Sons S. & E. B. Co.

"WM. CRAMP.

"Letter B, 109."

Also bid for the repair of the machinery and boilers of the monitors Manhattan and Saugus, as follows:

"APRIL 8, 1872.

"SIR: We will repair the machinery and boilers of the monitor Manhattan, according to the specifications furnished us, for the sum of $20,600.

"In addition, if found necessary, an entire new set of seamless brass tubes for condenser, with one hundred spare tubes, will cost $8,400.

"We will repair the machinery and boilers of the monitor Saugus, according to the specifications furnished us, for $19,850.

"Respectfully yours,

"W. CRAMP & SONS.

"To Chief-Engineer W. G. BUEHLER."

Also our acceptance of the bureau's proposition to finish iron-hull work, &c., on the Terror:

"APRIL 7, 1875.

"I. HANSCOM Esq.,
"*Chief of Bureau Construction and Repair:*

"SIR: We accept the terms of your proposition of April 5, to finish the iron-hull work and deck armor-plating of the double-turreted monitor Terror for the sum of $155,000.

"Yours truly,
"The W. Cramp & Sons S. & E. B. Co.

"THEO. CRAMP, *Secretary.*"

Also acceptance of proposition to repair the monitor Nantucket:

"PHILADELPHIA, *January* 20, 1874.

"SIR: We hereby accept the proposition to repair the monitor Nantucket in accordance with the instructions of your letter of January 15, and specifications attached thereto for the sum of $189,000.

"The W. C. & Sons S. & E. B. Co.,

"THEO. CRAMP,
"*Secretary and Treasurer.*

"To I. HANSCOM,
"*Chief of Bureau of Construction, &c., Washington, D. C.*"

Also the acceptance of bureau's proposition to put Terror in frames.

"OCTOBER 5, 1874.

"I. HANSCOM, Esq.,

"*Chief of Bureau of Construction and Repair:*

SIR: We accept your proposition of October 2, amended as per your letter of October 3, to put in frame an iron-clad monitor in accordance with the drawings and specifications to be furnished.

"Yours truly,

"THEO. CRAMP,
"*Secretary and Treasurer.*"

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Q. What did you pay for the two boilers which you purchased from the Navy Department?—A. Forty dollars a ton, I think, according to my recollection.

Q. What is the value per ton of new boilers?—A. We never built any new boilers of that description, and would not do it.

Q. Did you put them into an old vessel?—A. Yes, sir; into a rather old vessel.

Q. What would have been a fair price for new boilers of that description?—A. I could not say what would be the cost of them, because we never built any of that description, and they are out of date.

Q. Cannot you form some idea of that?—A. I could not. Our boilers are modern.

Q. What is the value of a new modern boiler?—A. We build boilers, according to our style of building them, at about 12 cents a pound, say from 10 to 12 cents a pound; that is the modern type of boiler.

Q. That would be about how much per ton?—A. About $240.

Q. You did not pay more for these boilers than they are worth for old scrap, did you?—A. O, yes.

Q. What was the value of old boiler-iron at the time you bought those?—A. Old boilers have to be ripped up to be sold as scrap. We would not like to pay for old boilers to-day over $21 a ton.

Q. Were you paid for those boilers in money or in labor?—A. Our account is not settled with the Department yet in regard to that.

Q. Did you receive them on account or did you pay cash for them?—A. On account. Those boilers were sold at the same price that we bought them for from the Government after making alterations.

Q. You got the money for the boilers?—A. Yes, sir.

Q. State whether or not you have paid to any other person than E. G. Cattell any commissions for any service rendered to you with reference to getting contracts with the Government.—A. No, sir.

Q. Have you sold any goods or done any work for any man connected with the Navy Department which stands charged on your books as not paid for?—A. No, sir.

Q. Do you know of anybody connected with the Navy Department having received any moneys for or on account of any contract given out?—A. No, sir; I do not.

Q. Do you know the Secretary of the Navy?—A. I never saw him.

Q. Do you know Mr. Isaiah Hanscom?—A. Yes, sir.

Q. Have you had personal dealings with him?—A. I have been in his office.

By Mr. BURLEIGH:

Q. You say that your first contract was for building the frame for the Terror and setting it up?—A. Yes, sir.

Q. Did you make up a new frame for the Terror?—A. Yes, sir.

Q. What was the old frame?—A. The old frame was of wood.

Q. Did you get out your frame by the molds or did you use the old frame?—A. We made an entire new mold.

Q. Then the new Terror is only the old Terror in name; I mean that the new Terror is nothing of the old vessel but the name?—A. I believe the turrets and some other material are to go in her, but there is nothing of the old frame of the Terror in this new frame.

Q. You say that you built entirely from new molds and metal?—A. Yes, sir.

Q. They were not like the other?—A. Something similar to the other.

Q. But only as one vessel is generally similar to another?—A. Yes, sir.

Q. How many vessels like the Terror have been rebuilt?—A. I think Harlan & Hollingsworth are rebuilding one.

Q. What is the name of that vessel?—A. I do not recollect whether it is the Minnetonka or Amphitrite. I think Mr. Roach is building one or two. I do not recollect exactly how many.

Q. I am referring to the Terror class.—A. Those are the kind. I think there was one built in New York by Mr. Rowland, and shipped to California; that is my impression. I think there are four of her class being rebuilt.

Q. Building four substitutes for the old wooden monitors?—A. Yes, sir.

Q. Do you know whether there were any advertisements for bids previous to the contracts for building those vessels?—A. I do not recollect.

Q. Did you see any published advertisement in the papers?—A. I did not see any.

Q. You received your notice, that there were such vessels to be rebuilt, direct from the Department?—A. Direct from the Department, as the communication shows.

Q. Speaking of scrap-iron which you get from the Government, describe its quality, if you please. I refer to the three pounds which you have received for one of new.—A. It is ordinary bolt-plate.

Q. Armor-plating?—A. Armor-plating and bolt-plate.

Q. Most of it is in plating?—A. Yes, sir; nine-tenths of it is heavy iron-plating. It is of a general promiscuous character of iron.

Q. It is about a year since you made this contract for the Terror?—A. I think it is.

Q. Has your firm suffered in interest by the depreciation in iron, under this contract? Where you are getting three pounds for one, is it to your interest that the iron should decrease in price in reference to this contract?—A. Our contract was pretty much completed before there was much reduction in iron.

Q. Had there been a fall in the price of iron while your contract was in existence?—A. It would not have benefited us. It would have been rather against us, because we would have had the old scrap on hand. We never trust to luck in these matters.

Q. I understood you to say to Mr. Harris that the beam-iron for these monitors cost more than the armor-plating to put in these vessels.—A. No, sir; not more than the armor-plating, but more than the regular hull-plating.

Q. What is the difference between hull-plating and armor-plating?—A. Hull-plating is only of ordinary plating, eight-sixteenths or nine-sixteenths. It is rather thin iron; but when you come to armor-plating it is generally very thick—three or four inches thick. It runs anywhere from an inch to four inches.

Q. Is the armor-plating iron more costly than iron for the beams?—A. I do not know what the price of armor-plating is. We have never bought any.

Q. You used it on the Terror?—A. Not any armor-plating.

Q. What did you use on the Terror?—A. Only ordinary bolt-plates. They range from seven-sixteenths to about ten-sixteenths or eleven-sixteenths.

Q. Do you know anything about bridge-iron for bridge-building purposes?—A. No, sir.

Q. You do not know whether that is worth more or less than the iron which you use, say, for instance, for the beams which you now put in iron-clad vessels?—A. No, sir.

Q. Is not bridge-iron similar work to what you put in your beams?—A. I believe it is, although I could not say positively. It looks like it, from what I have seen of it.

Q. And you say that is worth more than the plating for the outside?—A. Yes, sir; it is worth more than the bolt-plating.

Q. Some cent and a half a pound?—A. We generally pay about a cent and half a pound more for beams than we do for bolt-plating, but not armor-plating.

Q. You say you have not had a sufficient amount of work from the Government to warrant you in paying Mr. Cattell a very large sum. From that I would understand that he was to receive a certain amount on the work you did. Was not that so?—A. No.

Q. Have you not understood it so yourself?—A. No, sir.

Q. Why did you say that if you had done more work you would have paid him a larger amount of money?—A. Those matters of payment to Mr. Cattell were determined by my brother at the time. It might have been various at different times.

Q. You say that the work you did was not so large as to warrant you in giving a large amount of money. The implication is that if it had been larger you would have given him more money?—A. I do not know what the implication would have been.

Q. Would you not probably have done so?—A. We might have done so if he had exerted himself, and it had required more exertion to get our payments through.

Q. If he had got you more money would you probably have given him more money?—A. I do not say yes or no to that. I do not know how that would have been.

Q. You say that you have paid him money several times?—A. Yes, sir.

Q. It seems to me that you should be able to recollect how much you paid him at one of these times.—A. No, sir; I could not, because it has been upward of a year since, and I could not recollect.

Q. Is your firm so much in the habit of paying of money of that kind that a circumstance like this will slip your memory repeatedly?—A. That does not impress itself on my mind.

Q. Not if it happens over and over again, as you state this has?—A. No, sir. We are in the habit of making presents to any of our friends outside the Government for any service they render in our behalf, and the Government work has been but a small portion of our work.

Q. Then I understand you to say that you cannot recollect how much you paid him in any one payment?—A. No, sir; I cannot.

Q. Can you not approximate the amount of money that you paid him?—A. I could not, considering the transactions we have had.

Q. Can you not approximate whether it was $1,000 or $10,000 or $40,000?—A. I cannot state what it was.

Q. Do you think it may be more or may be less than either of these sums?—A. I could not tell; I do not know what amount it has been, because I never kept any accurate account.

Q. You have kept some account?—A. I never kept any separate account.

Q. Did you keep any account that you can hunt up on your books?—A. No, sir; because it is in with all the other expenses that the firm have been subjected to outside of Government matters.

Q. Were those expenses of which you have spoken outside of Government matters very large from 1872 to 1875?—A. We have done a very large amount of work and have had very large contracts outside of the Government.

Q. Yes, I understand that; but you did not put this money into contracts?—A. I say these go into the same charges as the various presents that we make to parties who render us any service outside. It is outside of Government matters entirely. The Government work has been a small portion of our work for the last five years.

Q. You say that you paid Mr. Cattell this money to have your bills passed?—A. To get our payments through. There was great delay, and sometimes it was very inconvenient to us carrying on a large amount of work.

Q. After you got your bills approved, could you not raise money on them?—A. There was great difficulty in getting them approved sometimes. You could raise money on them, but sometimes you would exhaust your bank facilities. We are doing a large amount of other business, probably ten times the amount we are doing for the Government, and it took almost all the bank facilities to carry us through our outside operations, under contracts of two or three millions of dollars with other parties.

By Mr. JONES:

Q. What was the name of this monitor upon which you made the exchange of old iron?—A. The Terror.

Q. Did I understand you, before you made your bid, that you ascertained what you could buy the frame and the plating for from the manufacturers?—A. No, sir.

Q. Did you make a contract right away after you got the contract to rebuild the Terror, for your iron?—A. Yes, sir.

Q. Did you not then make a contract with a concern to sell your old iron which you received from the Government?—A. No, sir; we made no contract with any concern. We sold it as the market ran.

Q. Did you sell it to the parties of whom you bought the new iron?—A. Some, we did.

Q. Did you not sell to them the most of it?—A. I do not think we did.

Q. But you only made a contract for the new iron?—A. We only made a contract for the new at the time, but some of the old iron was sold to the parties who furnished us the new iron.

Q. Was any of it made in exchange, so many pounds of old iron being given for so many pounds of new?—A. I do not recollect whether it was or not. It may have been.

Q. Would your books show that fact?—A. Yes, sir.

Q. Did I understand you to say that the reason why you could not tell what the amount was that you paid Mr. Cattell was that you should have paid him more if you had received more work from the Government?—A. No, sir; I did not say that.

Q. What was it that you stated?—A. I do not recollect now.

By the CHAIRMAN:

Q. With whom did you sell or exchange the iron that you obtained from the Navy Department?—A. Morris, Wheeler & Co. We sold some to the Paxton Rolling Mills. We sold a large amount to Hughes & Patterson.

Q. Upon what terms did you make the exchange of that which you did exchange?—A. I think there were different terms made with different parties. Some we sold at the market price of scrap-iron at the time, and I think some of the plating-mills furnished us so many pounds or so many tons of new iron for so many tons of old.

Q. What was that arrangement?—A. My impression is that it was two for one, we paying the freight, hauling, and cartage, and also paying the expense of shipments of old iron.

Q. Have you any knowledge or information that any other party was interested with Mr. Cattell in the sums of money which you paid him?—A. No, sir.

Q. Did he state to you at any time to what use or purpose he intended to appropriate the sums of money paid by you?—A. No, sir.

Q. Whether for electioneering or other purposes?—A. I did understand one application was for electioneering or campaign purposes.

Q. What election was that?—A. I really do not know now.

Q. Do you remember whether it was a fund to be used in the canvass of the State of New Jersey?—A. I do not.

By Mr. JONES:

Q. I understand you that you are the clerk and treasurer of this establishment?—A. Yes, sir.

Q. You, of course, know whether or not you paid Mr. Cattell money or in a check at any of these various payments?—A. I might have paid him in a check and might have paid him in money.

Q. Have you any recollection on the subject?—A. No, sir; it might have been paid both ways.

PHILADELPHIA, *April* 18, 1876.

WILLIAM M. CRAMP sworn and examined.

By the CHAIRMAN:

Question. Where is your place of business?—Answer. In Philadelphia.

Q. What is your firm?—A. William Cramp & Sons, ship and engine-building company.

Q. Of how many members does your firm consist?—A. Six.

Q. Who are they?—A. My father, William Cramp, my brothers, George H., Samuel H., Jacob C., and Theodore Cramp, and myself. A father and five sons.

Q. Have you dealt with the Government at any time during the last five years, directly or indirectly?—A. We have built vessels and repaired vessels for the Government.

Q. Have you had any other dealings with the Government; have you bought materials, iron, for instance?—A. We did in a small matter. We broke up two monitors, and the machinery, part of them, we purchased at fixed prices. It was a small amount; I cannot say how much.

Q. Did you have the material that came from these monitors?—A. Yes, sir.

Q. What were their names?—A. The Algoma and Otsego.

Q. Where were they broken up?—A. At our establishment. It is in the upper portion of the city.

Q. You broke them up under contract?—A. Yes, sir.

Q. What was that contract?—A. We got $6 a ton.

Q. Delivering the material all to the Government?—A. Yes, sir; the Government weighed the material that was taken from the wharf, having a weigher there. They weighed everything; that is, we handled or weighed and the man took account. Every day as each piece was passed on shore it was weighed by the Government.

Q. That is, you got $6 a ton for all metal?—A. Yes, sir; we got $6 a ton for breaking it up.

Q. But you weighed all metals of all kinds?—A. Yes, sir.

Q. So that it made no difference whether it was composition, copper, or iron; you got that price for breaking it up?—A. Yes, sir.

Q. What became of the wood?—A. It was used up—burnt.

Q. There was no substantial value to that?—A. No, sir.

Q. After making that contract and breaking up the vessel, did you purchase the material?—A. No, sir.

Q. Do you remember how much money was paid you by the Government for these two contracts?—A. We were paid $6 a ton, but the aggregate amount I cannot give you. My brother has the memorandum here.

Q. Do you know what became of that material?—A. He purchased it and sold it. It was a transfer, perhaps.

Q. State the contract under which you took it.—A. We broke that up for $6 a ton for the breaking, and we had a contract with the Government to rebuild the monitor Terror, and were to furnish new iron, and this old iron was sent in in part payment.

Q. At what rates?—A. At three pounds of old for one of new. They furnished three pounds of old iron for every pound of new iron we furnished on the monitor.

Q. So that the precise value was not fixed, but it was three for one?—A. Yes, sir.

Q. You furnished that in form to go into some vessel?—A. Yes, sir.

Q. You were at the same time building a vessel for the Government, were you not?—A. We had a contract at the time. We had just received a contract. The contract stated, "We will give you for rebuilding the monitor Terror a certain price, you furnishing all the material; and the pay of the material will be three pounds of old iron for one of new." That was about the statement.

Q. So that the two contracts—the contract to take the old iron and the contract to build the Terror made a part of one contract. You were to build the Terror and furnish all the iron?—A. Yes, sir.

Q. And you were to be paid for the iron which you were to furnish for the Terror in old iron?—A. Yes, sir.

Q. Did you furnish all the iron?—A. Yes, sir.

Q. Did the Government furnish you old iron enough to pay for it?—A. We haven't got it yet; my brother has the memorandum of all the iron we received and what iron was used in the construction.

Q. How is it that one pound of new iron is considered equivalent to three pounds of old. Isn't there a pretty large margin of profit in such an agreement as that?—A. No, sir; I don't think there is.

Q. Where do you reroll your old iron?—A. At the different mills. We have 3 or 4 mills that we purchase from.

Q. You don't roll yourself?—A. No, sir.

Q. In those mills in which you deal, can you exchange old iron for new at those rates?—A. Yes, sir; I guess we can.

Q. Do you?—A. We do not.

Q. You sold your old iron and bought new iron?—A. Yes, sir.

Q. Did that operation furnish you a profit?—A. I suppose it did—a slight profit; you can make your own calculation about that matter, because all we could get was scrap-prices for it, and we sold it for that.

Q. What was scrap-price at that time?—A. I think, although I am not confident about that matter, that it was $28 or $30 a ton. I am not certain.

Q. What could you get the new iron for?—A. I suppose, taking the various kinds of iron, it would average 4 cents a pound, or a little more for new iron.

By Mr. JONES:

Q. How long ago was it that you sold this iron?—A. I suppose some of it has been sold 18 months, or a year, anyhow.

Q. Do you say that you did not get more than $26 or $28 a ton a year ago for scrap-iron?—A. No, sir; I do not; I say that we only got scrap-iron prices at that time.

Q. I understood you to say that the price was $26 or $28 a ton?—A. No, sir; I only say that I should judge so.

By Mr. HARRIS:

Q. How high has scrap-iron, such as you get from the Government, (which is I suppose better than ordinary scrap) sold for within the last five years?—A. I do not think it is better; some of it is a great deal worse. I can't tell how high it has been.

Q. But do you think you could buy new iron to meet your requirements in rebuilding the Terror for about 4 or 5 cents a pound?—A. Yes, sir; I think it would average about 4 cents. It is cheaper now than it has been.

Q. That would leave quite a margin of profit to you, would it not? Wouldn't it be over $80 a ton?—A. I say that scrap-price is now about $28 or $30 a ton, and new iron can be purchased for about 4 cents a pound. Iron is lower now than it has been for 12 years. The tons I speak of are gross tons of 2,240 pounds.

Q. New iron at 4 cents a pound would be $89.60 per ton. Where is the Terror which you are rebuilding?—A. She is at our yard. The old one was broken up. She was a wooden vessel. We are now building an iron vessel of her. We have the hull very nearly completed. She is a double-turret monitor.

Q. How much were you to be paid for rebuilding her?—A. We were to build her for a certain fixed sum of money, and we were to be paid for the iron independent of that. We were to furnish the iron under a certain other contract, that is 3 to 1.

Q. What was your price for building the Terror independent of the iron?—A. I think we had two contracts. The first was for putting in frames, beams, keel, &c. I think it was $140,000, although I am not confident about the price; it was close to that.

Q. Is it a written contract?—A. Yes, sir.

Q. With whom was that made?—A. It was made with Mr. Hanscom.

Q. And you were to furnish the iron by merely transferring old into new, so that in putting new iron in the vessel you were obliged to keep an account of all that went into it in weight. Have you done that?—A. We have. My brother will furnish the exact figures.

Q. What other contract have you had with the Government?—A. We had a contract to rebuild the monitor Nantucket.

Q. How long since?—A. That was about two years ago, I should judge.

Q. What was she?—A. She was a single-turret monitor of the second class.

Q. Built of iron instead of wood?—A. Yes; she had a wooden deck.

Q. What were the terms of that contract?—A. We had full printed specifications. We were to do a certain amount of work. The price was fixed by the Government. I think there were eight or ten of those monitors rebuilt, and they were distributed among the different builders. We had one.

Q. Do you remember what your contract was?—A. I think our contract for rebuilding that vessel and fitting her complete was $180,000.

Q. Did you furnish all the iron?—A. Yes, sir.

Q. You furnished all the material and did all the work?—A. Yes, sir.

Q. Did the Government furnish you any old iron?—A. No, sir. In that case we furnished everything, under a full printed contract.

By Mr. BURLEIGH:

Q. Are they built on live-oak or iron frames?—A. The hull was constructed of iron, but they had wooden beams and wooden decking, but the wood had all rotted through. The frame-work was all of iron.

By Mr. HARRIS:

Q. You rebuilt the vessel, then?—A. She was rebuilt; yes, sir.

Q. Was she originally constructed of iron?—A. Part of the hull was of iron, but the top part was of wood, which had rotted down, so we put on an entirely new iron deck-frame. We retained the old hull so far as we could use it.

Q. Putting in iron instead of wood, above?—A. Putting in iron instead of wood—removing all the wood and replacing it with iron.

By Mr. BURLEIGH:

Q. What portion of the old hull did you retain?—A. The lower portion.

Q. What was that made of originally?—A. Iron.

Q. I thought the frames and keelsons were of wood?—A. No, sir; they were of iron; they were only about 9 feet deep. They were a short distance from the surface of the water, and all the upper part was wood, which was gone, and the lower part, that would just float, was retained. We raised up on it, I suppose, about 18 inches, and put in entire new iron beams and double-plated the deck, taking all the turrets off and all the inside work.

Q. You had $180,000 you think, for that?—A. Yes, sir; that comes near the price. It might be more or less; I haven't a memorandum with me.

Q. Did your work complete the vessel so that she was fit for service?—A. Yes, sir; and she was tried and tested.

By Mr. JONES:

Q. That was for the labor merely?—A. No, sir; that was to furnish everything complete. We did the machinery part on her by contract—by regular bid. The Department sent us the specifications, and we bid.

By Mr. BURLEIGH:

Q. Did you put in new engines?—A. No, sir; they were rebuilt. We put in new boilers.

Q. Did you retain the engine itself?—A. Yes, sir; we removed quite a number of the parts.

Q. Did you really rebuild the old engines?—A. Yes, sir.

Q. What other contracts have you had with the Government?—A. The other two contracts we had with the Government were for repairing the engines of the monitors Saugus and Manhattan. They asked for bidders at all the machine-shops in Philadelphia, and we were the lowest bidders, and of course got the contract.

Q. Do you know the amount of these two contracts?—A. It appears to me it was $20,000 for each vessel. It was about that.

Q. Did you rebuild those engines?—A. We did. We rebuilt the engines and boilers.

Q. When you say you rebuilt a boiler, what do you mean?—A. We repaired it, took out the parts that were defective, and renewed them with other parts.

Q. You put in new sides, or patched it as the case required?—A. If there was defective plating, we took it off and put new ones in, and if that could not properly be done, we put a patch in. In some places it could not be removed very well.

Q. Did you do anything else to these vessels?—A. Yes; we rebuilt their hulls, but that was not under contract.

Q. Were they of iron?—A. Yes; it was done in the same manner that the Nantucket was rebuilt.

Q. How did you build that?—A. We did that by day's work and material. They had a naval constructor there, and we furnished men at the regular repair prices, as we did to our regular customers.

Q. The vessels were brought to your yard, and you put that amount of labor and material on them?—A. Yes; that was pretty nearly four years ago.

Q. Do you remember the whole amount of labor done upon these vessels?—A. I cannot tell. I think it was $150,000 or $160,000 apiece. One was $160,000, I think, and one was in the neighborhood of $200,000. We did considerably more work on one than on the other; one was in better condition than the other.

Q. Did you do them as cheaply as you would have done them by contract?—A. We could not have done them by contract; we did not know what was to be done. It was merely a test to find out the condition of the monitors, if I understood it. That was

before any monitors were repaired. They removed part by part, and made an examination at our establishment under the superintendence of the constructor.

Q. Then you renewed the parts that were wanted?—A. Yes, sir.

Q. Do you say that you could not have done it by contract?—A. We could have done it by contract, but we could not properly have made an estimate on it, not knowing exactly what was to be done.

Q. Then this was an experimental thing with you and with the Government?—A. Yes, sir.

Q. After that you were in condition to make an estimate?—A. After that we did make an estimate.

Q. Have you named all the contracts you have had with the Government within five or six years?—A. Yes. Previously during the war we had contracts. We built the New Ironsides; also quite a number of other vessels, for the Government.

Q. Have you named substantially all since 1871?—A. I have.

Q. How did you obtain your contracts; was it directly from the Department or through the instrumentality and aid of other people?—A. I think it was mainly through our own application.

Q. Have you had any dealings with Mr. Cattell?—A. Nothing important.

Q. Have you not contributed a little to his prosperity in the way of commissions?—A. We never paid him any commission; we paid him a few times a small sum of money for attending to our business, but we never paid him any commission.

Q. What business has he ever attended to for you?—A. At the second monitor business he often got our bills passed through, or at least he went for that purpose. There was a difficulty in obtaining money, and we have paid him small sums of money.

Q. Have you the means of telling by your book how much you paid him?—A. I do not know that. My brother, the cashier, could tell all about that, probably.

Q. In your opinion, how much have you paid Mr. Cattell?—A. I could not tell you anything at all about it.

Q. How did he happen to become useful to you in any way?—A. We had an idea that he could get bills passed through quicker than anybody else. Everybody had a difficulty in obtaining money at that time from the Government; and while this business was only a small portion of our business, still, we had a considerable amount of trouble to get what money was due us, and we did pay him small sums of money for looking after them while he was at Washington.

Q. Was it paid him to take your certified bills and get the money on them?—A. No, sir. There were payments due, and we could not often get certified bills. It was to get the certified bills as much as anything else.

Q. Where do you get the certified bills on a contract like that?—A. From Mr. Hanscom.

Q. Were not your relations with Mr. Hanscom, the man with whom you made your contract, such that you could obtain certified bills from him as promptly as anybody else?—A. I have made application after application, but, from want of funds, and I do not know what else, we could not get it when we applied.

Q. But by an application to Mr. Cattell, who had no interest in your business, you were enabled to get your bills paid?—A. Sometimes we did and sometimes we did not.

Q. Did you complain of this?—A. No, sir, I did not make any particular complaint.

Q. Was it not a matter of complaint in your firm?—A. Certainly it was, but we could not make any personal complaint to the Department; we might talk about it.

Q. Did you try to make any inquiry as to why it was that this man could get your bills passed when you could not?—A. No; we did not make any inquiry about the matter that I know of.

Q. Did you, or any member of your firm, ever complain that that was done on purpose to give this man an opportunity to beat you?—A. No, sir; we did not, that I know of.

Q. Was that your impression?—A. I do not think we ever complained about that at all.

Q. Was it your idea that your bills were held back from you so that you might be compelled to pay Cattell?—A. No, sir, I do not think it was; I think everybody else was kept back as much as we were, and it was merely to try and get the money in advance of other people that we did it.

Q. What did you understand the relation of Mr. Cattell to be that enabled him to do those things which you could not?—A. I judged that he had influence with the Department, and, he being down there often, that he could forward us in that part of our business.

Q. It was understood that he was rather standing in the relation of a broker between contractors and the Department, was it not?—A. No, sir; I do not think that he did business for anybody else in that way. Mr. Cattell was an acquaintance of ours of long standing.

Q. You have not any idea how much you paid him?—A. No, sir; I could not give it.

Q. In the course of all this business which you have done with the Government

since 1871, have you paid any commissions or gratuities, or made presents to any officer of the Navy Department?—A. Never.

Q. You have never given a cent?—A. Never.

Q. Have you contributed in any way to election funds?—A. Speaking upon that subject, I asked Mr. Cattell about the time we paid him the first small sum of money, what was to be done with it. "Why," he says, "I am going to use this for election purposes." That is all the contribution that we ever made. That was the first time. We never did such a thing as that before, because we had generally done our own business, but this matter was an unusual thing. We never had had any trouble before.

Q. Your house has been a long time in business, and doing a very heavy business?—A. Yes, sir; the house has been forty-six years in business.

Q. And you are well enough known to be able to conduct your business with any Department of the Government, not as strangers, but as well-recognized business men?—A. Yes, sir; I think we are.

Q. And yet this man came in between you and helped you to get your money?—A. He did help us to get our money, and I think he was of great assistance to us in getting it, because everybody had a difficulty, and everybody was complaining; and I think probably that he has assisted us in that matter of getting our money in advance of the time we would otherwise have had it.

Q. When I speak of Mr. Cattell, I speak of E. G. Cattell.—A. That is the gentleman I mean.

Q. Have you ever had anything to do with Mr. A. G. Cattell?—A. No, sir.

Q. Has he in any way assisted you?—A. No, sir.

Q. Do you know the Secretary of the Navy personally?—A. Yes, sir.

Q. Have you come in direct contact with him in any of your contracts?—A. All our applications are made personally to him in relation to our contracts.

Q. Have you had personal conferences with him about your contracts?—A. Yes, sir.

Q. How long have you known Mr. Robeson?—A. Since 1871 or 1872.

Q. Had you previous personal acquaintance with him?—A. No, sir.

Q. You did not know him while he was a resident of New Jersey?—A. No, sir.

Q. Nor until he became Secretary of the Navy?—A. No, sir.

Q. Did you have contracts with Secretary Welles?—A. Yes, sir.

Q. Did you come in contact with him personally?—A. No, sir; perhaps once or twice. Mr. Lenthall was the gentleman with whom we did all the business then.

Q. He occupied the position now occupied by Mr. Hanscom?—A. Yes, sir. Mr. Secretary Welles never attended to the details like the present Secretary does.

Q. You say while you applied personally to Secretary Robeson in all your matters directly, your contracts were made with the Construction Department or with Isaiah Hanscom?—A. Yes, sir.

Q. Who passed upon the question of the consideration to be paid by the Government?—A. That is more than I can tell you. We were offered these prices; who fixed them we do not know.

Q. Were other people offered the same prices?—A. Yes. In the matter of the "Nantucket" class, all the builders got one price. The price was fixed by the Government. I think there were eight builders repairing monitors, and all at one price.

Q. You took it at the Government offer?—A. Yes; and the Terror in the same way.

Q. What other vessels besides the Terror are being rebuilt at those prices?—A. Harlan & Hollingsworth are rebuilding the Amphitrite; Mr. Roach is rebuilding two—the Puritan and Miantonomoh.

Q. Do you mean to say that he is rebuilding those, as you understand it, on the same terms on which you rebuilt the Terror?—A. Yes, sir.

Q. And he receives the old iron from the Government at one for three?—A. Yes, sir.

Q. And he probably sells all the old iron as you do and buys new?—A. No, I do not think he does. I think that he has the largest part of the iron that he receives stored at his place.

Q. Does he roll iron himself?—A. He has arranged now to roll iron himself.

Q. You say that you have never contributed in any way for commissions or otherwise to Mr. Cattell, except as you have stated?—A. Yes, sir.

Q. Has any Government officer or anybody connected with the Navy, so far as you know, received any consideration for any contracts made with you?—A. No, sir.

Q. Has there been any deduction in any way from the amount you stipulated to receive?—A. No, sir. Speaking of deductions upon our bills, our business has been reduced. The first two monitors that we rebuilt we charged exactly the same prices that we did our regular customers, and they reduced our bills.

Q. To what extent?—A. I think eight or ten thousand dollars. They cut off portions of it that they thought were not proper. That is the only reduction we have ever had in our bills.

Q. Have you now stated all the contracts and dealings which you have had with the Government since 1871, as near as you can recollect?—A. There might have been another. We purchased two boilers from the department.

Q. State fully in relation to that affair.—A. We made a bid for them and that bid was accepted.

Q. What were they?—A. They were two boilers at the navy-yard. That was about a year ago.

Q. What were they built for, if you remember?—A. I cannot remember.

Q. Whether for the Tecumseh or Nebraska?—A. I cannot tell that.

Q. Were they new ones?—A. Yes. They had been built several years.

Q. Did you put them into any vessel of the Government?—A. No, sir.

Q. Did you put them into any vessel?—A. Yes, sir; into the steamer Crescent City, built for private individuals.

Q. What did you give for those boilers?—A. We sold them at the price we purchased them for.

Q. Whom did you make that contract with?—A. We wrote first to Mr. Wood, and he said that he had nothing to do with it, and I made a personal application to the Secretary of the Navy, and asked him if he had received that bid. He said yes, but that he wanted time to consider the matter. I received no reply, and wrote the second time. It was then accepted.

Q. By the Secretary of the Navy?—A. Through his direction to Mr. Wood.

Q. Do you remember whether you paid a fair price for these boilers?—A. Yes, I think we did.

Q. Do you remember how much per pound?—A. No, sir; I do not.

Q. What is a fair price for a boiler? How much can you build a good boiler for a steamer for, such as you put into merchant-vessels?—A. From 8½ to 14 cents a pound. It depends on the construction.

Q. Were those difficult of construction, or were they simple?—A. There was nothing very difficult about them. I should judge they would be worth about 12 cents a pound to build in that way.

Q. Do you remember what you charged for them?—A. I do not.

Q. You did not ask any profit, as I understand you, in the sale of these boilers?—A. No, sir; they were not suitable boilers for the vessel. She had damaged one of her boilers, and they wanted two boilers right away. We had to remove the whole front and rebuild them, and put drums on. It was the best we could do under the circumstances.

Q. You charged the owners of the vessel for changing and altering those boilers?—A. Yes, sir; we charged them the original price and days' work for the repairs.

Q. Have you had any other transactions with the Department for property in the navy-yard?—A. No, sir.

Q. Have you bought of the navy-yard?—A. No, sir.

Q. Did you attend its auctions?—A. No, sir.

Q. Did you witness any of the work of removing the navy-yard?—A. No, sir.

Q. You had nothing to do with buying any metal or material that came from there?—A. No, sir.

Q. You are not in the business of dealing with old material?—A. No, sir.

By Mr. BURLEIGH:

Q. Do you mean to say that you did not have conversation with Mr. Cattell before you had the contracts and in regard to them?—A. I did not say that to the committee, but I will say so now, that we had no conversation with Mr. Cattell.

Q. You did not go to him to aid you in getting these contracts?—A. No, sir; I did not. Mr. Cattell had nothing more to do with it than either one of you gentlemen.

Q. You say the first money you paid Mr. Cattell he told you that he should use it for political purposes?—A. I asked him that question.

Q. And he said that he should use it for that?—A. Yes, sir; I asked him what he intended to do with that money, and he said he should use it for political purposes.

Q. Now, in regard to other moneys which you paid him?—A. I never said anything about them to him, and he said nothing to me.

Q. You do not know what he did with that money?—A. No, sir.

Q. You say that there were eight bidders at one price; do you mean to say that there were eight bidders, or that the Department issued eight proposals or eight open contracts?—A. I think there were eight bidders on eight monitors being rebuilt by several parties; I think there were eight parties.

Q. In the first place there were eight monitors to be rebuilt?—A. Yes, sir.

Q. And this proposal they took to eight individuals, all at the same time, and at the same price; is that what you mean?—A. Yes, sir; one was sent to us, one to Harlan and Hollingsworth, two, or three, or four to New York, and two or three to Mr. Roach. They were all under one printed specification and one price, that was offered to us.

Q. Do you know of any parties receiving those specifications or contracts who refused them?—A. No, sir; I do not know of any.

Q. Were they pretty good contracts?—A. Fair contracts.

Q. Then the parties were picked out by the Navy Department who should receive

those vessels?—A. I do not believe there were any other parties left who could do it. I think every person who could do it was supplied at that time, because they seemed to be in a tremendous hurry.

Q. You were receiving a good deal of old iron, and have bought a good deal from the Government?—A. We have purchased, as I have stated, from the Government.

Q. Do you use all the iron you buy yourself, and reroll it?—A. No, sir.

Q. Do you sell any of it?—A. We sell the whole of it.

Q. Do you contract any of it out to be rerolled?—A. No, sir; we sold all the iron we received at scrap prices, at the market rates at that time.

Q. In regard to the boilers, you say that they had been built several years. Had they ever been used?—A. No, sir; I knew they were to be moved from the yard.

Q. Did you consult Mr. Cattell, and did he give you any aid in purchasing these boilers?—A. No, sir; I never consulted him at all about anything of that kind. When I say that there was no influence used particularly about it, I may say that I think Mr. Andrew Wheeler did really benefit us in relation to this monitor Terror, by making personal application to the Secretary of the Navy. The application was made after the failure of Jay Cooke. Mr. Wheeler was up at our establishment, and all the large business concerns were stopping work. We had about 1,000 hands employed at that time, and were pretty well filled, and they all flocked up to our establishment. He was up there one day, and I think there were nearly a thousand persons outside wanting employment. He thought the Government ought to step in at that time and do some work. He went down to the Secretary of the Navy, although I was not personally acquainted with him, and represented the condition of the mechanics at that time, and he thought if there were any vessels to be repaired, then would be the time to do it. I really think that had some influence in determining whether we should have one of these vessels to do.

Q. You have stated that these eight contracts to be given out covered all the parties in the country that could build those monitors?—A. I think there were very few left who could do them rapidly at that time.

Q. Can you say whether or not they could not have built them and had not facilities to build them in the Charlestown navy-yard?—A. One was built at the Charlestown navy-yard, one at Philadelphia, and one at the Norfolk yard I think.

Q. Then the Government could have built these monitors at their own yards if they had seen fit?—A. No, sir; not by the time they required them. They required them in a great hurry. They bound us to have it done at a certain specified time under a penalty.

Q. What time was yours finished?—A. I cannot say exactly without reference to the books.

Q. Can you state pretty nearly? Has there been any threatened war since or about the time that you got yours finished?—A. No, sir. The threatened war was at the time they were distributed. There was then the greatest kind of excitement about the prospective difficulty with Spain, and they were distributed at that time.

By Mr. BURLEIGH:

Q. At the time the Terror was built was there any particular reason why she should not have been built in the navy-yard, to your knowledge?—A. I do not believe they could have built her at the navy-yard, because they had not the material or tools to do it with.

By Mr. JONES:

Q. Do you claim that they have not got tools to build an iron ship at the Charlestown navy-yard?—A. I do not say that. They might have in Brooklyn or Charlestown, but they have not in Philadelphia.

Q. Do you not know that they have the proper tools at the Kittery navy-yard?—A. I do not know that.

Q. Give to the committee the names of the parties who received the eight monitors of which you have spoken?—A. I think, besides ourselves one, Harlan & Hollingsworth received one, Mr. Roach three or four, Mr. Pintard, of New York, one, and Mr. Rowland, of New York, one.

By Mr. JONES:

Q. Did I understand you to say that you repaired one of the monitors by the day?—A. Yes, sir.

Q. Do I understand you to say that you received your pay for repairing her in old iron?—A. No, sir.

Q. Do I understand you to say that the iron you furnished the Government you furnished at gross tons?—A. Yes, sir.

Q. I understood you likewise to say that you received gross tons from the Government?—A. Yes, sir.

Q. Did you charge it at gross tons to the Government, the same as you bought it?—A. Exactly.

Q. At so much to the ton?—A. We made a charge of so many pounds of iron, saying nothing about the ton. "So many pounds of iron furnished for the hull of such a vessel."

Q. Did they make an estimate to you in the mill by the pound or so many gross tons?—A. By the pound. Everything we get is by the pound.

Q. When you sold your old iron, did you sell it by gross ton?—A. Yes, sir.

Q. I understood you to say there was a constructor detailed to look after and superintend the work at your establishment?—A. Yes, sir.

Q. Did not that constructor make out your estimate and approve it and you send it forward to the bureau for their approval?—A. He did not. We made our own statement bi-monthly. Of course he had a time-keeper to look over it. It was approved by him.

Q. And sent on to the Department?—A. Yes, sir.

Q. And it appears that you did not get your money back and were bothered in getting your pay?—A. I have stated that we did not get the money as promptly as we wanted it.

Q. You stated that, by Mr. Cattell's assistance, you got the money?—A. Yes, sir.

Q. Did you usually get it through when Mr. Cattell used his influence?—A. Sometimes we did and sometimes we did not.

Q. Did you get it through most of the time at short notice after he went there?—A. No. Sometimes it was delayed considerably.

By the CHAIRMAN:

Q. I have understood you to state that you secured the assistance of Mr. Cattell for his supposed influence at the Department?—A. Yes, sir.

Q. What influence did you believe Mr. Cattell possessed?—A. I do not know. I could not say that, or whom he had influence with.

Q. Was that from his knowledge of the business in which you were engaged or from his acquaintanceship and confidential relations with any officer of the Government?—A. I do not know that. I could not say how he got the bills through, except that we supposed that he had influence.

Q. He was not a gentleman familiar with your business?—A. No, sir.

Q. His regular business is that of a grain-dealer, is it not?—A. Yes, sir; I believe it is.

Q. How happened it that you employed a grain-dealer to get through a contract for ship-building?—A. We judged, as I have said before, that he had influence, enough there to have our bills forwarded more rapidly than we could ourselves. That is the only reason.

Q. As a business man, you must have had some idea of the nature of his influence, or else you would not have paid out your money, I take it?—A. I judged that he had influence, and we found sometimes that he did get our bills through.

Q. Of what nature was that influence?—A. That I could not tell you.

Q. But you were willing to risk your money on it?—A. If I think a person assists us in any manner or shape at all, and I know it, it is no more than right that he should be paid for it.

Q. Did Mr. Cattell, in any way, represent to you that he had or possessed any influence?—A. He never represented that he had any influence, that I know of or remember.

Q. He made no representations about his relations with the Department?—A. I do not think he ever did.

PHILADELPHIA, *April* 11, 1876.

CHARLES PURVES sworn and examined.

By the CHAIRMAN:

Question. Are you a resident of the city of Philadelphia?—Answer. Yes, sir.

Q. How long have you resided here?—A. I was born in this city.

Q. Have you at any time been a contractor or dealer with the Navy Department of the United States in any way?—A. No, sir.

Q. Have you ever been a bidder at any of its sales or for any contracts proposed to be let by it?—A. No, sir; I have had no contracts.

Q. Did you at any time propose, or were you about proposing, to bid for the removal of any of the property from the navy-yard?—A. No, sir.

Q. Were you ever employed at the navy-yard?—A. No, sir.

Q. Have you any knowledge of any abuse or fraud in connection with the service there?—A. No, sir; I know nothing about it.

Q. You have none of your own knowledge?—A. No, sir.

Q. Have you any information, the sources of which are available to this committee, upon that point?—A. Nothing more than I have seen in the newspapers.

Q. Have you ever had any relations with Mr. McKay or any of his contracts?—A. No, sir.

Q. Did you store for him any goods or materials, or property bought by him?—A. No, sir.

Q, Did you ever see any of the property bought by him?—A. I saw him buy iron at the last sale at the navy-yard.

Q. What became of the iron?—A. It was taken away from there. I do not know where it went to.

Q. Did you see the ship-knees?—A. I did. I saw them before the sale.

Q. How many were in the lot?—A. I could not say. I did not pay any particular attention to them. There was a very large pile of them. I was there at the time they were sold.

Q. What kind of knees were they?—A. Wooden knees.

Q. Were they old or new?—A. They looked to me as though they had never been used, although not being in our line, and not having any use for anything of that kind, I did not pay any particular attention to them.

Q. Did you ever buy any iron from Pennock & Co.?—A. No, sir.

Q. Was any iron that was bought by Pennock & Co. from the navy-yard turned over to you or to the firm of which you are a member?—A. No, sir. I never had any dealings with Pennock & Co. at all.

By Mr. BURLEIGH:

Q. Are you a dealer in old iron?—A. Iron and metals.

Q. You attended the sale?—A. I have attended almost all the sales that have taken place there for the last ten or fifteen years.

Q. You attended the sale at which McKay bought a large quantity of scrap-iron?—A. He bought some iron last November, I think.

Q. Was not that iron directly in your line?—A. Yes, sir.

Q. Did you bid on that iron?—A. I bid on almost everything in the shape of metals that were sold there.

Q. Was there any understanding between you and any other man at that time about bidding?—A. No, sir; none at all. The stuff brought more than it was worth to us, so that we would not buy it.

Q. Did you understand that there was any man representing himself and other parties bidding?—A. No, sir. I understood that McKay and Seyfert & McManus were together in their transactions.

Q. You understood that McKay was bidding for them?—A. That they were working together in the transaction.

Q. Would the fact of their working together in the transaction be any check upon your bidding?—A. None at all.

Q. Did it have any effect?—A. No, sir. I went there for the purpose of buying all the iron and metals that were offered if they went for a price at which we could have done anything with them.

Q. Did you at any time say to anybody that you were satisfied that McKay had the hang or the control of things at the navy-yard there?—A. I may have said so. I do not remember.

Q. If you did say so, what was the reason, or did you have any?—A. I did not have any particular reason. I do not know that I ever did say so.

Q. Did you ever have any dealings with Mr. Cramp?—A. We have bought considerable material from Cramp, but nothing in the shape of material coming from the Government. We have dealt with Cramp, I suppose, twenty or thirty years.

Q. Have you ever bought any iron or material that once belonged to the Government from anybody?—A. We have bought material a great many times that has been sold at Government sales. We bought it from the parties afterward.

Q. In such purchase had you made any previous agreement, or had you any previous understanding with the party prior to the sale that you would not become a bidder thereat?—A. No, sir; not to my knowledge. I never had any understanding of the kind.

Q. Have you ever bought any material from any one that you had reason to believe was improperly taken from the navy-yard?—A. I never have.

Q. Then I understand you know of no abuse or fraud in connection with the naval management of the yard?—A. Not to my knowledge. I know nothing more than I have seen in the newspapers.

By Mr. HARRIS:

Q. Have you been charged by the newspapers with any complicity in frauds?—A. No, sir; our names have never been mentioned.

By Mr. BURLEIGH:

Q. You deal quite largely in scrap-iron, do you not?—A. Yes; we do a pretty extensive business in iron and metals.

By Mr. HARRIS:

Q. Old or new iron, or both?—A. Old iron, sir.

Q. Did you ever exchange old iron for new?—A. No, sir.

Q. You are not a manufacturer of iron, are you?—A. No, sir.

Q. Did you buy at the Government sales of 1875?—A. Yes, sir; we bought a large lot of composition in May; that was all bought of the Government at public auction.

Q. What did you give for it?—A. Sixteen and three-eighths.

Q. Was that a fair price for it?—A. Yes; that was all that it was worth.

Q. What could you realize as profit in handling it?—A. I suppose about 10 to 15 per cent. We have still some of that metal on hand.

Q. Was that all you could realize by good management of that property during the year 1875?—A. Yes; that is about all. It might vary 1 or 2 per cent.

Q. You could not make more than 10 to 15 per cent. you say?—A. No, sir.

Q. What was copper worth during that time?—A. I suppose the ingot copper is worth about 23 cents.

Q. What would new brass be worth?—A. New brass is different from old brass.

Q. What would new brass in sheets be worth a pound?—A. That was a different quality from the gun-metal.

Q. Do you know the price of brass castings?—A. Brass castings at that time, of that kind of metal, would have been worth about 35 cents a pound.

Q. New brass castings?—A. Yes, sir; of that kind of metal. There were other castings at the same time that would not be worth more than 17 to 18 cents.

By Mr. BURLEIGH:

Q. Of the same kind of metal?—A. No, sir; of a commoner grade of metal. This metal that we bought was what the Government calls bronze metal. We call it red metal.

By Mr. HARRIS:

Q. It contained a pretty large proportion of copper, did it not?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Do you know what loss there is in resmelting such metal as you buy of the Navy Department?—A. I suppose it would average 6 per cent.

By Mr. HARRIS:

Q. Do you know what the cost of resmelting is?—A. Yes, sir.

Q. How much?—A. I suppose to smelt it alone it would cost about a cent and a half a pound without any molding or casting; that is, to run it out from the old bronze metal into boxes, it would cost about a cent and a half a pound, together with the loss.

By Mr. BURLEIGH:

Q. What would the bronze pig be worth?—A. From 20 to 21 cents.

Q. How much does it cost to mold cast iron?—A. That is more than I can tell you.

Q. Do you know that you can buy iron castings for four cents?—A. Yes, sir.

Q. And small castings also?—A. Yes, sir.

Q. Is it any more labor to mold for brass castings than for iron?—A. Yes; brass has to be melted in small crucibles, melting from 70 to 300 pounds, but iron is generally melted in a cupola, where you can melt from 3 to 4 tons at a time.

By Mr. HARRIS:

Q. I suppose it is also true, is it not, that in brass-castings you have to reckon the cost of your pattern, ordinarily?—A. Yes, sir.

Q. While with iron-castings a good many articles of the same kind are produced from the same patterns?—A. Yes, sir.

Q. When you say brass castings would be worth about 35 cents a pound, what kind do you mean?—A. I mean castings made from new metal; but commoner castings, made from commoner metal, would not be worth as much. The bronze metal is made principally from copper and tin.

Q. Does that kind of metal enter much into the common brass castings?—A. No, sir; not what they call the common brass castings, but castings where they want good, tough metal.

Q. Castings of a special character?—A. Yes, sir.

PHILADELPHIA, *April* 18, 1876.

JOSEPH N. COLLINGWOOD sworn and examined.

By Mr. HARRIS:

Question. Has most of this material in the Pennsylvania warehouse been received under your superintendence?—Answer. Either myself or my assistant. I have the general charge of both warehouses.

Q. You showed us, on Saturday, all the iron which you now have in your custody or storage, which you have knowledge came from the United States Government, did you not?—A. I cannot say that it came from the United States Government. I showed you all the iron that we had, at all events.

Q. You were not inclined, for reasons which were very proper, to say, when we were visiting your warehouse, who were the reputed owners of the several lots of iron which you showed us. State whether the iron tanks which we saw there are the iron tanks mentioned on that account referred to by Mr. Scott as belonging to Seyfert, McMannus & Co.—A. Yes, sir.

Q. You also showed us a lot of large ship-iron, in a shed, on a wharf. Was that the iron standing on this account as the iron of Seyfert, McManus & Co., weighing 302 tons?—A. Part of it was. The rest was in the warehouse, in large bars. There is another lot of 111 tons there, and another of 84 tons. I don't know how much of it may be on the wharf or how much in the warehouse.

Q. Are they mixed?—A. I don't know that they are. My impression is that the 302 tons are in one compact lot on the wharf.

Q. Then you are also of opinion that the 111 tons and a fraction is that large pile inside of the warehouse, made up of large iron in the form of ribs, &c.?—A. My impression is, without knowing positively, that part of that 111 tons is on the wharf. The 302 tons is a complete lot on the wharf, but I think part of the second lot is on the wharf and part in the warehouse.

Q. Where are the 89 tons?—A. Either on the wharf or in the warehouse.

Q. There are 302 tons, you think, in one pile; there are 111 tons and 89 tons, and a pile of 10 tons, still in your custody, either on the wharf or in the warehouse?—A. Yes, sir.

Q. And you think we saw it all?—A. Yes, sir.

Q. It is all substantially the same kind of iron, is it not?—A. Yes; I believe so.

Q. And the only object in keeping it separate is to be able to deliver the exact quantities received on a certain specified day, as shown by certain receipts?—A. Yes, sir; to deliver exact quantities and exact lots, as shown by the specific receipts.

Q. State whether or not, at the time you received that iron, there was any understanding, agreement, or notice to you that it had been received without weight from the Government, with the understanding that, before delivery, it should be weighed by a sworn weigher employed by you?—A. I have no knowledge of any such understanding.

Q. So that you would say that, however much these several lots of iron may weigh, if you were to deliver upon these receipts you would deliver the whole pile?—A. Yes, sir; if called for in one lot.

By Mr. JONES:

Q. I understood you to say that you did not know where this iron came from?—A. I have no knowledge of my own; I heard that it came from the navy-yard.

Q. You supposed that it was iron which came from the Government?—A. I heard so.

Q. How did it come to your wharf?—A. Part by trucks and part by lighters. I could not say by which mode the largest part of it came.

By Mr. HARRIS:

Q. Did the heavy, large iron come by lighters mainly?—A. Those large bars came by trucks, if I remember correctly.

Q. I saw among them one large piece of iron which evidently was intended for the propeller-shaft of a vessel; did you ever observe that?—A. I never did.

Q. Have you or your men a record of the number of teams or boats that delivered iron and composition metal that came from the navy-yard at your warehouse or wharves?—A. No, sir.

Q. You don't know how many boats?—A. No, sir; we could tell, possibly, from our wharfage-books the number of lighters that remained there any time for which wharfage charge was made.

Q. Would you not charge for every one that came in?—A. No, sir; not unless it remained there some time. If it only staid there long enough to unload we would not make a charge.

Q. Have you furnished the committee a memorandum of all that you thought came from the navy-yard, both of composition and iron, and the weights of the same, except the quantities not yet delivered to other parties?—A. We have furnished, I believe, a transcript of everything that we have any reason to believe bears on this investigation. Of course we have to take its coming from the navy-yard as hearsay.

Q. If that iron had been weighed on teams and scows before you had received it you would have asked for the weights, and you would have put them down, would you not, in order to find out what you had stored?—A. Yes, sir; I think it is very possible we should.

Q. Then as to the neglect to weigh it at the navy-yard; that was their business, and not yours?—A. We had, of course, nothing at all to do with the navy-yard.

By Mr. JONES:

Q. Do you recollect a lot of composition or iron coming in, say in the morning, and going out at night?—A. I have no recollection of anything, sir, from the fact that I am not there from morning until night; but I suppose that paper, being a transcript of our books, refers to all the iron received and delivered.

Q. If a lot of composition had been brought in in the evening and taken away in the morning, or brought in in the morning and taken away in the evening, would that be recorded in your books?—A. Yes, sir; anything that went through our premises would be recorded.

Q. You don't know whether anything of that kind occurred, do you?—A. I do not.

By Mr. BURLEIGH:

Q. Have you received any iron or metal from Seyfert, McManus & Co. that you supposed did not come from the navy-yard?—A. No, sir; but of course it is not our business to know those things. In some of the unknown lots we were unwilling to give ud our obligations until they went out and were weighed.

Q. How much margin should you think you had in that 302 tons?—A. I should think 150 per cent. I think there are over 600 tons there.

Q. Would you be willing to deliver that at 302 tons and charge storage on that?—A. Yes, sir. I think we lost money on that. I think our assistant superintendent, who never had been in the habit of handling iron, took a good deal more for that 302 tons than he would take now. We felt perfectly safe in issuing the certificate that if we were called on to deliver 302 tons we could do it from that pile.

PHILADELPHIA, *April* 19, 1876.

GREZ E. ETTING sworn and examined.

By the CHAIRMAN:

Question. Have you been a clerk for the Pennsylvania Warehousing Company?—Answer. I have.

Q. From the time of its opening to what date?—A. Until the first of the present month.

Q. Were you in charge of the Queen-street warehouse during the period when iron from the navy-yard was being delivered there for storage?—A. Yes, sir.

Q. State in your own way, fully, all the particulars connected with that iron.—A. I think the first lot we received was the large lot of 302 tons, which, I think, was monitors' beams; after that we received various kinds of iron and composition.

Q. How did that 302 tons come to your place?—A. By long trucks; one bar at a time.

Q. Was it weighed?—A. It was not weighed by us.

Q. Do you know that it was weighed?—A. I could not swear to that.

Q. Did you have information of what each bar weighed?—A. Yes, sir; with every bar they brought a slip of paper with the supposed weight on it.

Q. From whom was that paper?—A. It was not from the Navy Department. It was not signed. It was merely a memorandum showing 4,700 or 5,700 pounds; they averaged over 4,000 pounds apiece to the best of my knowledge.

Q. Did you keep the memoranda as they came in?—A. Yes, sir.

Q. And when all had been delivered, you made up the amount?—A. Yes, sir.

Q. Whom did you see to make your arrangement with for that first lot?—A. I made my arrangement with William P. Reynolds, of Seyfert, McManus & Co.

Q. You agree to take it on storage at a certain rate?—A. Yes, sir.

Q. Is all that lot in the custody of your company?—A. Yes, sir.

Q. You have a lot of 111 tons, have you not?—A. Yes, sir; that was of heavy iron also.

Q. How was that received?—A. By team.

Q. Did you keep that weight in the same way?—A. Yes, sir; in the same manner.

Q. I observe by a memorandum that the next lot is fifteen tanks?—A. I think it was sixteen or fifteen tanks. They are still there.

Q. What is their weight?—A. The weight of each tank was marked upon it in chalk, and we took it from that. We never weighed them. I think they weighed fifteen tons.

Q. The next is a lot of 89 tons of iron?—A. That I think was small scrap-iron.

Q. Did you weigh that, or how was the weight fixed?—A. That was weighed in going out. It has all gone out. There is no iron in the possession of the company except the tanks and the two lots of heavy iron.

By Mr. BURLEIGH:

Q. Was that small scrap in bars?—A. I cannot recollect distinctly.

Q. There are two lots in the shed now, are there not?—A. Yes, sir; the 302-ton lot, and the 111-ton lot. They also have the 15 tanks. Those are the only three lots in the possession of the company.

Q. I will call your attention to a large pile of heavy iron, which this committee saw in the warehouse. Do you remember about that?—A. That was what composed the 111 tons.

Q. Do you mean to say that the two loads on the wharf only comprised the 302 tons?—A. Yes, sir; the 111 tons are on the Queen-street side of the warehouse. Some of it is large circle iron, shafts, &c.

Q. May it not be that the 89 tons and the 111 tons have gone into that same pile. It looks as though there was more than 111 tons in that large pile?—A. No, sir; I think not; I may be mistaken, but I am pretty certain that I am not.

Q. State whether those three items, 302 tons, 111 tons, and 89 tons, do not comprise probably the lots of large iron now in the custody of the warehouse company.—A. The 111 tons marked on that list has been delivered, and the other lot is only 89 tons. That 111 tons was scrap-iron, which was on the wharf. It was small scraps, all kinds of things, files, &c. I recollect the lot perfectly, now I think of it.

Q. That was weighed out by you?—A. Yes, sir; it was weighed out by a weighmaster, under our supervision. The 89 tons is the large circular iron which you saw in the warehouse. The 15 tons of tanks are also there now.

Q. Do you know anything about ten tons of iron stored there?—A. I cannot call that to memory. The tanks are all shapes and sizes.

Q. Were they new?—A. I should think some of them were new tanks.

Q. Is there anything else which they have received which is now in their custody except the gun-carriages, and the composition belonging to them, and those lots of heavy iron?—A. No, sir.

Q. There are some articles there belonging to Mr. McKay, are there not?—A. Yes, sir; ships' knees, trucks, &c.

Q. In delivering that iron which you have received, has it been weighed out by you?—A. Not in all cases.

Q. Can you tell by looking over the list in what case it has not been weighed?—A. I could not say as to that. The weighmaster's book would show it, possibly. All the composition was weighed by us, both in coming in and going out.

Q. To whom did you give certificates of the weight?—A. To Seyfert, McManus & Co.

Q. Has any Government officer called upon you for those weights?—A. No, sir, they have not.

Q. In the case of the iron delivered to you in unknown quantities, was there any understanding that it was delivered to you to be weighed on delivery, and certificates made to the Government officers of its weight?—A. No, sir.

Q. Have you any knowledge, derived from any Government officer, or from Seyfert, McManus & Co., or from Nat. McKay, that that iron had not been weighed?—A. No, sir; I never had any such knowledge from them.

Q. And your judgment is that 302 tons is the correct weight of that iron?—A. I never figured enough on it to have any idea. The bars weigh about the same. I was willing to accept it for the company at that time at that rate. I did not have any impression at the time that there was any more than that, or I would not have accepted that weight on account of our storage-bill. It was, of course, to our interest to get all we could. The more it weighed the better it was for us.

By Mr. BURLEIGH:

Q. Did you receive much round iron there?—A. Yes, sir; there was considerable round iron.

Q. Round bar-iron?—A. Yes, sir.

Q. Straight bars?—A. Yes, sir.

Q. Were they in good or bad condition?—A. Good condition.

Q. What size?—A. They averaged very much in size.

Q. About what in the matter of the round iron?—A. I should suppose from 4 inches up.

Q. Was there any lighter than 4 inches?—A. Yes, sir; I think there was some 2½ inches.

Q. Do you remember how much there was of this round bar-iron?—A. I did not keep it separate; I had some of the round bar and some flat all piled together. I suppose there was certainly 75 tons of it.

Q. Did you receive any angle-iron?—A. I think I did see a few pieces there.

Q. Is there not some of that kind on the wharf now?—A. Yes, sir; I think there is some alongside of the wharf now.

Q. How as to the flat iron?—A. There were various sizes and thicknesses of that.

Q. From what to what, to the best of your recollection?—A. I suppose from half an inch thick to 3 inches wide, and along up to 1½ inches by 3 or 4.

Q. How much was there of that, according to your best judgment, in all the lots?—A. I should say there was 50 tons, although I don't profess to be accurate in those figures.

Q. Was that flat iron punched with holes?—A. No, sir; there were no holes in it. It was perfectly good iron.

Q. Was there any other iron that struck you as not being such as naval people should sell, besides those three different lots?—A. Yes, sir; there was some iron about 8 inches wide and about 1½ inches thick.

Q. Was that plate-iron for monitors?—A. No, sir; it was too light to be used for that.

Q. How long were the bars?—A. About 12 or 15 feet; some of them, perhaps, were not over 8 feet long.

Q. Were they in good condition?—A. Yes, sir.

Q. Were there any holes punched in them?—A. No, sir.

Q. Had they ever been worked?—A. No, sir.

Q. How much was there of that kind?—A. There was a very small pile of that kind; I do not suppose there was over ten tons.

Q. Was there any iron there which struck you as being iron that the navy-yard ought not to have sold?—A. It struck me as being very good iron.

By Mr. BURLEIGH:

Q. Were there any other lots that you thought would have been adapted for the naval service?—A. No, sir, I could not say that there was; there were some very good things among the scrap-iron.

Q. Were they such pieces as you observe in general use?—A. You would see, occasionally, among them very good things—eyes and thimbles and things of that kind.

By Mr. HARRIS:

Q. The iron which you say struck you as good, new iron, which never had been worked, is the iron which has all gone out of your warehouse?—A. Yes, sir; it was sold to blacksmiths and different people in town.

Q. Was there not considerable demand among blacksmiths for that iron?—A. Yes, sir; there were a good many people inquiring about it from time to time.

Q. Did they come with orders to have so much of a certain kind of iron delivered?—A. Yes, sir.

By Mr. BURLEIGH:

Q. You say some of this iron delivered there was not weighed by you, and you do not know anything about the weight?—A. Yes, sir.

Q. How large a proportion of it?—A. I did not weigh a lot of shot and shell; it was put into a boat, and I took their weight when they weighed it down at Wilmington, where it was delivered; it was quite a large lot; I took their weight at 162 tons.

Q. You did not store it?—A. Yes, sir; I had it in the warehouse; I took their weights in several lots; we did not want to go to the expense of weighing it, and I was satisfied that they would give me the right weight.

Q. Were there any lots which were such as could be used by blacksmiths, that were delivered to you not weighed?—A. I think all the good iron had been weighed; the only lots that I did not weigh were the lots of scrap-iron.

Q. You mean promiscuous iron?—A. Yes, sir.

Q. That went out without being weighed?—A. Yes, sir; some of it, but not all of it.

Q. Do you know how much there was of that?—A. A small proportion compared with the whole.

Q. How many tons should you think?—A. I do not believe 400 tons went out that we did not weigh.

Q. You do not mean to count the shell in that?—A. No, sir; the greater portion of it was weighed. A comparatively small portion was not weighed.

By Mr. JONES:

Q. Whom did you understand this iron was stored by which came from the navy-yard?—A. Seyfert, McManus & Co.

By Mr. BURLEIGH:

Q. Do you know whom that 400 tons went to that you speak of as being delivered besides the shot and shell which were not weighed?—A. I could not say from memory; the orders will show.

Q. Something has been said about some iron going to Greenwich Point; do you know anything about that?—A. I never knew any to go there.

Q. Did any go from your warehouse?—A. Not to my knowledge. Greenwich Point is on the way to League Island.

Q. Do you know of any scows going there and delivering material?—A. No, sir; I never heard of any.

PHILADELPHIA, *April* 18, 1876.

JAMES P. SCOTT sworn and examined.

By Mr. HARRIS:

Question. You are treasurer of the Pennsylvania Warehousing Company?—Answer. I am the secretary and treasurer.

Q. What goods, iron, or material have you on storage for individuals that you understand came from the navy-yard of this city?—A. I have brought with me a transcript of all the iron received for storing, and all the deliveries we have made, and of the different parties in whose names the deposits were made. That was brought to us partly by barges and partly by drays.

Q. You have certain property on storage for Nathaniel McKay?—A. Yes, sir.

Q. The transcript reads, "December 28, 1875, received of Nathaniel McKay 16 gun-carriages, 16 gun-slides, and one box bolts; January 28, 1876, received of N. McKay 16 gun-trucks or wheels. Delivered April 4, 1876, 16 gun-trucks or wheels." Gun-slides are made of composition, are they?—A. I never have seen them.

Q. You have no interest in any goods in your warehouse except for the storage rates, no money being advanced by you on them?—A. No, sir.

Q. What is your real business?—A. Storing and taking care of goods.

Q. Do you advance money on goods on commission?—A. No, sir; we are quite a new company, not having been in business but two years; and at first we had some money on hand, which we used in that way, accommodating some of our customers; but since our arrangements have been perfected we have not made any such advances at all.

Q. But your warehouse-receipts are good in the hands of the holder?—A. Yes, sir; and he can indorse them over to any party whom he wishes. I now produce receipt of iron stored in warehouse on Queen street, as follows:

IRON.

Received.		Tons.	*Delivered.*		Tons.
1875.			1875.		
Aug. 24.	Seyfert, McManus & Co.	$302\frac{895}{2240}$			
Sept. 1.	Seyfert, McManus & Co.	$111\frac{1900}{2240}$	10, 20—100; 11, 17—$11\frac{1}{2}$	.....	$111\frac{1}{2}$
Sept. 13.	Seyfert, McManus & Co., 15 tanks, said to weigh 14 tons.				
Sept. 15.	Seyfert, McManus & Co.	$89\frac{1021}{2240}$			
Nov. 4.	Seyfert, McManus & Co.	$10\frac{737}{2240}$			
Nov. 16.	N. McKay, 73 cases of machinery.				
Nov. 20.	Seyfert, McManus & Co., copper, unknown quantity	$24\frac{714}{2240}$	taken in unknown, weighed on delivery, 11, 22, '75—$6\frac{38}{56}$; 11, 24, '75—$11\frac{17}{28}$; 1, 14, '76, —6	.....	$24\frac{455}{2240}$
	shells, unknown quantity	162	12, 7, '75	.....	162
	scrap-iron, unknown quantity	47	12, 7, '75	.....	47
	scrap-iron, unknown quantity	$13\frac{1200}{2240}$	1, 20, '76	.....	$13\frac{1200}{2240}$
Nov. 26.	Seyfert, McManus & Co., unknown quantity composition	$9\frac{1428}{2240}$	12, 21, '75—$4\frac{184}{2240}$; 12, 24, '75—5	..	$9\frac{184}{2240}$
	unknown quantity brass tubes	$10\frac{2194}{2240}$	12, 3 and 4, '75	.....	$10\frac{2194}{2240}$
Nov. 27.	Seyfert, McManus & Co., brass, &c	$34\frac{698}{2240}$	12, 22, '75—$8\frac{2080}{2240}$; 1, 10, '76—$13\frac{880}{2240}$; 1, 12, '76—3; 1, 14, '76—$7\frac{147}{2240}$; 1, 15, '76—1; 1, 20, '76—$\frac{888}{2240}$	.....	$33\frac{2080}{2240}$
Dec. 1.	Seyfert, McManus & Co., 9 cannons.		12, 7, '75—2; 12, 8, '75—3; 12, 9, '74—4=9.		
Dec. 3.	Seyfert, McManus & Co., bar-iron	$44\frac{807}{2240}$	1, 26, '76—$7\frac{1416}{2240}$; 2, 25, '76—$36\frac{1626}{2240}$	.	$44\frac{807}{2240}$
	cast-iron	$9\frac{1934}{2240}$	1, 20, '76	.....	$9\frac{1934}{2240}$
	hoop-iron	6	12, 7, '75	.....	6
Dec. 9.	Seyfert, McManus & Co., unknown quantity rolled iron	$61\frac{1078}{2240}$	Weighed on delivery, 1, 11, '76—$7\frac{1118}{2240}$; 2, 15, '76—$12\frac{80}{2240}$; 2, 15, '76—$25\frac{408}{2240}$; 2, 17, '76—$4\frac{2118}{2240}$; 2, 17, '76—$2\frac{1048}{2240}$; 2, 17, '76—$9\frac{1848}{2240}$	.....	$61\frac{1078}{2240}$
	unknown quantity wrought, scrap	$80\frac{953}{2240}$	1, 20, '76—$58\frac{200}{2240}$; 1, 24, '76—$2\frac{1867}{2240}$; 1, 31, '76—1; 2, 18, '76—$2\frac{1128}{2240}$; 2, 19, '76—13; 2, 19, '76—3	.....	$80\frac{953}{2240}$
	unknown quantity chain	$2\frac{973}{2240}$	1, 11, '76	.....	$2\frac{973}{2240}$

IRON.

Received.	Tons.	*Delivered.*	Tons.
1875.		1875.	
Dec. 16. Seyfert, McManus & Co., unknown quantities shot	$22\frac{1820}{2240}$	Weighed on delivery, 12, 24, '75	$22\frac{1820}{2240}$
unknown quantities scrap-iron	$26\frac{700}{2240}$	1, 24, '76—$2\frac{1720}{2240}$; 4, 11, '76—24	$26\frac{1833}{2240}$
unknown quantities wrought iron	$45\frac{1532}{2240}$	1, 20, '76—$9\frac{1605}{2240}$; 1, 20, '76—$19\frac{45}{2240}$; 1, 21, '76—$7\frac{1270}{2240}$; 1, 22, '76—$7\frac{1532}{2240}$; 2, 3, '76—$1\frac{1510}{2240}$	$45\frac{1532}{2240}$
unknown quantities tank-iron	$2\frac{325}{2240}$	2, 4, '76—$\frac{1100}{2240}$; 2, 3, '76—$1\frac{1535}{2240}$	$2\frac{325}{2240}$
unknown quantities machinery, &c	6	1, 12, '76	6
Dec. 22. Seyfert, McManus & Co., tubes	16	1, 19, '76	16
Dec. 29. N. McKay, a lot of ship-knees, said to be 450.			
1876.			
Jan. 20. N. McKay, 16 trucks. 1 iron bar. 12 wooden rollers. 12 lumber cant-bars. 2 rope-falls. 4 blocks.			

The weight of some of the material was unknown when it was put in, and, to save the parties who stored it an additional expense, it was weighed going out.

(To the witness.) Referring to the above list, state whether there are items there of which the weight has not yet been ascertained.—A. Yes, sir. "Fifteen tanks, said to weigh 14 tons;" we cannot tell exactly about that. "Seventy-three cases of machinery;" that is a matter that we would not ascertain by weight. We would take them at so much a case.

Q. Do you know what kind of metal that machinery is?—A. No, sir; I never saw it opened.

Q. That stands to the credit of Nathaniel McKay?—A. Yes. Nine cannon that were there have gone out. We never found out what they weighed. They were charged by the piece.

Q. Did those pass to the credit of Seyfert & McManus?—A. They put them there, and we delivered them to their order. Of course we do not take the ship-knees by weight, but charge so much per month for space. "Sixteen trucks, one iron bar, twelve wooden rollers, and twelve lumber-cart bars," are items that simply take up space. We would not ask the weight of them.

Q. Is there not a large amount of iron lying in the shed on the wharf which has not been weighed?—A. That is 302 tons and 895 pounds. We charge them storage on that. That was their weight.

Q. Do you know how that came there, or in what manner it was brought there?—A. I do not.

Q. Then the only item on your list which refers to that heavy iron in the warehouse at Queen street, and in the shed on the wharf, is that item of 300 and odd tons, in which the weight has not been determined?—A. Yes; that was their weight.

Q. Have you delivered any of that iron?—A. I cannot say.

Q. Does your account show that you have?—A. No, sir. I believe it is all there. We have a certificate outstanding for it.

Q. When that iron is taken from you, will it be weighed or may it be delivered without weight?—A. If delivered to parties who put it in, and they are satisfied to take it on the same terms that we had taken it—that is, on their own weights—then it would not be weighed. It would cost considerable to weigh that iron.

Q. Are you aware, or were you ever aware, that the iron was delivered by the United States authorities to McKay or Seyfert, McManus & Co., the weight to be determined after the delivery to you?—A. No, sir. I never heard of such a thing.

Q. So that, if there is a thousand tons there, and you should see fit to deliver that to Seyfert, McManus & Co., at what they called it when putting it there, you would consider yourself discharged?—A. Yes, sir.

Q. And that is a thing that might occur?—A. Yes, sir, that might occur.

Q. So that no matter what the quantity, if you were contented to take it at an estimated weight, you would be also contented to deliver it at that weight?—A. Yes, sir.

Q. And, you would not feel called upon to weigh it for any reason?—A. No, sir; and if that certificate was transferred to another party, and they called for 302 tons, and if we had weighed it out, and found that there was a thousand there, we would not consider that we owned that 700 tons, which we would otherwise.

Q. Suppose you had an order from them to deliver the same number of tons of iron, would you then weigh it?—A. I think that we would not weigh it. We would not, of course, deliver it without the certificate.

Q. Would you not deliver a portion of it, if called for?—A. Yes, sir; if the certificate was brought to us we would weigh out what might be called for and charge so much for it.

Q. Suppose he wrote on the back of the receipt the same weight exactly that is on it, would you weigh it, then, or would you treat it as calling for the whole amount and hand the whole lot over?—A. I think we would hand the whole lot over.

Q. Then if I should become the holder of that receipt, produce it there, and ask for the delivery, you would give me the whole quantity?—A. Yes; we consider ourselves liable for that certain lot of iron.

Q. Have you ever had any notice from the parties depositing there that you were to weigh that iron and give certificates of the quantity to the Government?—A. No, sir.

Q. You have had no notice of any such intention?—A. No, sir.

Q. Has any officer connected with the navy-yard ever called on you in reference to the subject?—A. No, sir.

Q. Has there been any correspondence between you and Commodore Preble or anybody else from the navy-yard notifying you that that iron was put there on the condition that it should be weighed by your house and an account of it kept?—A. No, sir.

Q. Have you given certificates of the weights of the other items there as you have weighed them?—A. The other lots of iron were weighed going out. We took them, but issued no certificates on them, I believe. In many cases they asked us to have it weighed for them, and, having sworn weighmen, we had it weighed and rendered them a certificate.

Q. Then there were other quantities of iron received, not weighed at the time?—A. Yes, sir. All these lots of iron marked unknown quantities mean that we took the stuff on storage to accommodate them, and made no rates at all, telling them that we should charge them so much a ton and weigh it going out. That saved them a double weighing. The expense of weighing is usually twenty-five cents a ton.

Q. Have you had those weights all made by a sworn weighmaster?—A. Yes, in all cases.

Q. And have given certificates of the exact weight to the parties owning it?—A. I believe so, sir.

Q. And you don't know that it is not the intention of the parties to do the same with the quantities yet unweighed?—A. No, sir. I cannot tell you anything about that.

Q. What is your rate of storage per ton per month or per year?—A. The warehouse where this iron is stored is intended solely for cotton storage in one season, and sugar in another. We have a branch of our storage business that we devote exclusively to iron, in Perth Amboy and Allentown, and we have a fixed rate of storage.

Q. What is the ordinary rate of storage?—A. Ten cents a ton for the first month and five cents for each succeeding month. Then we charge five cents each way for the weighing of the iron, and twelve and a half cents a ton for receiving and piling it in, and twelve and a half cents for piling and loading it on the cars. We agree in our certificates to deliver on board the cars free. It figures up a dollar a ton a year exactly. For one month it would be forty-five cents, thirty-five cents of that being for the handling and weighing and ten cents for storage, and then for eleven months it would be only fifty-five cents additional.

Q. I notice in the first item on your list, under date of the 16th of December, you say, "unknown quantity shot, scrap-iron, wrought iron, tank, machinery, &c." Upon the other side of that account, against each of the items, is "weighed on delivery, shot, 22 tons and 1,890 pounds; scrap-iron, 26 tons and 1,882 pounds; wrought iron, 45 tons and 164 pounds; tanks or tank-iron, 2 tons and 395 pounds; machinery, 6 tons." As I understand it from your statement those have all been delivered and gone out, and they have been weighed on delivery?—A. Yes, sir.

Q. Then as to the tubes, under the head of December 22, you have delivered those tubes, and in delivering them they weighed 16 tons?—A. Yes, sir.

Q. I find under date of September 1, quantity of iron delivered to you and since removed, 111½ tons. I also find Seyfert & McManus delivered to you August 24, 1875, a quantity of iron which does not appear to have been delivered by you to anybody, but you say it weighed 302 tons and 895 pounds. How was that ascertained?—A. We accepted their weights for it.

Q. That amount of iron is still on hand?—A. Yes, sir.

Q. Then I find 15 tanks on hand, said to weigh 14 tons; also weighed in to you 89 tons and 1,921 pounds in one item; also 10 tons 737 pounds in one item, credited to Seyfert, McManus & Co.; also Nat. McKay, 73 cases of machinery on hand. I also find an item to Seyfert, McManus & Co., bar-iron. The quantity is not stated, and it has not been delivered?—A. No, sir.

By Mr. JONES:

Q. Did you understand when this came in that you were to weigh it and give a sworn certificate to Seyfert, McManus & Co.?—A. No, sir; I never heard such a request made.

Q. You took your original weight on this memorandum of which you have spoken, from the parties that you stored it for?—A. Yes. With regard to that lot of 302 tons and other lots, we took it without knowing the weight until we delivered it, and then we had it weighed.

Q. Whom did you deliver the certificate of weight to?—A. I don't know that

Q. Did you deliver to Seyfert, McManus & Co. the amount of these lots that were sold?—A. I don't remember that. I am not at the warehouse.

Q. You never were notified that that iron was to be weighed out and settled for to the Government on your sworn certificate?—A. No, sir.

By Mr. HARRIS:

Q. The only quantity of iron that you have received at a supposed weight is the 302 tons?—A. Yes, sir.

Q. All the other unknown quantities you received as unknown quantities without fixing any estimated weight to them, but ascertained their weight on delivery, by a sworn surveyor in your own employ?—A. Yes, sir.

By Mr. BURLEIGH:

Q. And so far as the iron has been delivered it has been weighed?—A. Yes, sir, as shown by those deliveries in our books. There are two other lots, one of 89 tons 1,921 pounds and one of 10 tons 737 pounds, which are not yet delivered.

Q. Were those weighed in?—A. Yes, sir.

Q. Are these estimated or actual weights?—A. I cannot tell that. I don't know.

Q. Were not those received as unknown quantities?—A. No, sir; they are not marked so on the books. The only lots that are received as unknown quantities, I should judge from the books, are those so marked. These are all marked under the head of "Receipts unknown," and then when they were delivered they were marked "Weighed on delivery." There is also an item of brass, &c., 34 tons. It did not weigh quite 34 tons when weighed out. That is an error in our books for which I cannot account. There are two instances where that occurred.

Mr. Scott subsequently appeared before the committee and presented the following paper as part of his testimony:

Weigher's certificate.

Weighed, Philadelphia, November 22, 1875, April 11, 1876, for Pennsylvania Warehousing Company, sundry lots composition metal and iron at Queen street:

1875.		Pounds.
Nov. 22.	Old copper and brass, gross weight	15,000
Nov. 23.	Old copper and brass, gross weight	26,000
Dec. 1.	Old copper and brass, gross weight	788
Dec. 3.	972 copper tubes, gross weight	24,594
Dec. 22.	416 pieces red metal, gross weight	20,009
1876.		
Jan'y 11.	Iron-chains, gross weight	5,153
Jan'y 11.	Composition-metal, gross weight	30,000
Jan'y 12.	Composition-metal, gross weight	6,720
Jan'y 14.	Composition (79 rims) metal, gross weight	10,922
Jan'y 14.	Composition-metal, gross weight	18,985
Jan'y 19.	Composition-metal, gross weight	2,194
Jan'y 26.	Bar-iron, gross weight	16,277
April 11.	Scrap-iron, gross weight	53,583

JOS. L. DAVIS & CO.,
Weighers.

N. McKay,
1110 *Girard Street, Philadelphia, April* 4, 1876.

Nich'l Biddle, Esq.,
Pennsylvania Warehouse and Safe Deposit Company:

Dear Sir: Please deliver to the order of A. Purvis & Son sixteen pieces of bronze gun-carriage trucks held in storage at your stores for me, and send me the bill for storage.

I am, respectfully,

N. McKay.

Pennsylvania Warehousing & Safe Deposit Co.,
Northwest Corner Third & Chestnut Streets, Second Floor,
Philadelphia, April 22, 1876.

W. C. Whitthorne, Esq.,
Chairman of Naval Examining Committee of House of Representatives:

Dear Sir: Your favor of 19th received. Please find herewith documents covering your request in same. The number of details embraced in your request will account to you for our delay in forwarding same.

Very respectfully,

JAMES P. SCOTT,
Secretary and Treasurer.

Philadelphia, *December* 14, 1876.

Pennsylvania Warehousing & S. D. Co:

Deliver the following to C. T. Hollbrook & Co.: All the rod-brass in store on Swanson street.

SEYFERT, McMANUS & CO.
REYNOLDS.

December 22, 1875.

Pennsylvania Warehousing & S. D. Co.:

Deliver the following to bearer: 20,000 pounds bronze metal for shipment by Clyde line to Humber, Keller & Co.

SEYFERT, McMANUS & CO.
W. P. REYNOLDS.

February 14, 1876.

Pennsylvania Warehousing & S. D. Co.:

Deliver the following to bearer: All the flat and round and square bars, excepting 8 x 2 and 4 x 3 4 x 30 feet, lying in warehouse, and six pieces of flat iron on wharf.

SEYFERT, McMANUS & CO.
MAYS.

For John Baizley.

February 8, 1876.

Pennsylvania Warehousing & Safe Deposit Co.:

Deliver the following to bearer: All the round and square bar-iron lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

For Morris, Wheeler & Co.

Pennsylvania Warehousing Co.:

Please deliver J. H. Baizley such iron as was selected by Mr. McKay, and report weight of same to us.

SEYFERT, McMANUS & CO.
MAYS.

January 10, 1876.

January 10, 1876.

Pennsylvania Warehousing Co.:

Gentlemen: Please deliver to the order of N. McKay 30,000 pounds (thirty thousand pounds) of old bronze metal and send us mem. of wt. of same.

Yours, respectfully,

SEYFERT, McMANUS & CO.
MAYS.

Please deliver above to Mr. Gardenier, the above.

SEYFERT, McMANUS & CO.
MAYS.

(Indorsed:) N. McKay, per Edwd. E. Gardenier.

FEBRUARY 12, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: All the round and square bar-iron in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

For C. W. & H. W. MIDDLETON.

DECEMBER 3, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to Winsor Line: All brass tubes in store.

SEYFERT, McMANUS & CO.
REYNOLDS.

DECEMBER 6, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to boat ——: Lot wrought scrap-iron for J. Roebling & Sons, Trenton, N. J.

SEYFERT, McMANUS & CO.
REYNOLDS.

DECEMBER 4, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to boat, to be consigned to Diamond State Iron Company, Wilmington, Del.: Load of shot and grape and canister.

SEYFERT, McMANUS & CO.
REYNOLDS.

NOVEMBER 23, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer, to Cooper, Jones & Cadbury: 26,000 pounds composition.

SEYFERT, McMANUS & Co.
REYNOLDS.

NOVEMBER 22, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to Reyburn, Hunter & Co.: 15,000 pounds small composition.

SEYFERT, McMANUS & CO.
REYNOLDS.

JANUARY 11, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Three tons of old composition for Zaus & Hartman.

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 18, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: The brass screws and copper pipe in warehouse on Swanson street.

SEYFERT, McMANUS & CO.
MAYS.

DECEMBER 6, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to Jas. Moore: Nine cannon on extreme end of wharf.

SEYFERT, McMANUS & CO.
REYNOLDS.

JANUARY 25, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer, Mr. Miller: The 8 by 2 iron in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

FEBRUARY 25, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Lot flat-bar scrap-iron stored December 3, 1875, weighing $36\frac{1}{2}\frac{9}{2}\frac{2}{1}\frac{3}{0}$ tons.

SEYFERT, McMANUS & CO.
REYNOLDS.

PHILADELPHIA, *December* 22, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

GENTLEMEN: Please deliver to A. Purves & Son, or order, all the yellow metal now in stores on Swanson street.

SEYFERT, McMANUS & CO.
REYNOLDS.

JANUARY 25, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: The wrenches and anchor-trips in warehouse and one-half in square iron.

SEYFERT, McMANUS & CO.
MAYS.

To JOHN BAIZLEY.

FEBRUARY 18, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Scrap-iron, old rails, &c., and armor-plate lying in warehouse, including everything but the flat bar-iron.

SEYFERT, McMANUS & CO.
MAYS.

FEBRUARY 18, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: The eight heavy bars piled in warehouse, size 14 by $3\frac{1}{2}$ by 23 feet.

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 27, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Shafting and pulleys lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

JOHN BAIZLEY.

JANUARY 17, 1876.

PENNSYLVANIA WAREHOUSING CO.:

Please deliver the boat-davits on wharf along with crank and plate.

Yours,

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 22, 1876.

PENNSYLVANIA WAREHOUSE & S. D. CO.:

Deliver the following to bearer: The pile of compression screws, &c., in warehouse.

For BURNHAM, PARRY, WILLIANS & CO.,
SEYFERT, McMANUS & CO.,
MAYS.

DECEMBER 30, 1875.

PENNSYLVANIA WAREHOUSING CO.:

DEAR SIR: Please deliver to bearer the cast and small wrought iron lying on Queen-street wharf and in warehouse belonging to us.

Yours, respectfully,

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 21, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: All the Scotch pig-metal on wharf, for Morris, Tasker & Co.

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 17, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: All the boiler-tubes in store belonging to us.

SEYFERT, McMANUS & CO.
MAYS.

Also the heavy wrought iron on wharf and such bars as Mr. Miller will select in warehouse.

S., McM. & CO.

JANUARY 31, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: The shot-hooks and pieces of railroad-iron lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

For C. WINCH.

FEBRUARY 2, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO:

Deliver the following to bearer: The old heater lying on wharf.

SEYFERT, McMANUS & CO.
MAYS.

FEBRUARY 21, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO:

Deliver the following to bearer: The old boiler lying on wharf, and all the galvanized iron.

SEYFERT, McMANUS & CO.
MAYS.

For JOHN BAIZLEY.

APRIL 6, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO:

GENTLEMEN: Please deliver to Messrs. Burnham, Parry, Williams & Co., or order, the wrought scrap-iron from the Constitution, about 50 tons, more or less, all to be delivered, and oblige

SEYFERT, McMANUS & CO.

Please deliver iron to bearer.

BURNHAM, PARRY, WILLIANS & CO.,
Per WM. HOBART BROWN.

DECEMBER 23, 1875.

PENNSYLVANIA WAREHOUSING & S. D. CO:

DEAR SIR: Please deliver to Warner's Line the old shot lying on Queen-street wharf, belonging to us.

Yours, respectfully,

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 10, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Please deliver the engine and punch and heavy wro't-iron scrap to Mr. Miller or order.

SEYFERT, McMANUS & CO.
MAYS.

PHILADELPHIA, *January* 14, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to A. Purves & Son: All the Government bronze and any yellow metal belonging to us.

SEYFERT, McMANUS & CO.
MAYS.

Also the old sheet-iron and one stack on the wharf.

PHILADELPHIA, *February* 12, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to bearer: One lot of five-inch round iron lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

For THEO. BAIZLEY.

PHILADELPHIA, *January* 25, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to bearer: The old boiler on wharf.

SEYFERT, McMANUS & CO.
MAYS.

For JESSE C. MECUTCHIN.

PHILADELPHIA, *January* 14, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to bearer: One smoke-stack on wharf.

SEYFERT, McMANUS & CO.
MAYS.

Memorandum.

JANUARY 8, 1876.

From Seyfert, McManus & Co., 631 Chestnut street, Philadelphia, to Pennsylvania Warehousing Company.

Please deliver to bearer all the pipe belonging to us.

SEYFERT, McMANUS & CO.
MAYS.

OFFICE SEYFERT, MCMANUS & CO.,
631 *Chestnut Street, Philadelphia, December* 1, 1875.

PENNSYLVANIA WAREHOUSING COMPANY:

GENTLEMEN: You will please have this small lot of metal and iron (mixed) weighed and placed in the store-rooms where the first lot of metal was stored. And then weigh out of this lot still there, 807 pounds metal. Be careful to weigh no pieces that have iron in them, and deliver same to bearer.

Yours, truly,

W. P. REYNOLDS.

PHILADELPHIA, *November* 17, 1875.

Messrs. THE PENNSYLVANIA WAREHOUSING AND SAFE-DEPOSIT COMPANY:

DEAR SIR: Please deliver to bearer, (Hugh McLister,) balance of the scrap-iron on your wharf, about 11½ tons, belonging to,

Yours, truly,

NAYLOR & CO.
Per GEORGE C. HAGNER.

No. 2501.] PHILADELPHIA, *October* 14, 1875.

Messrs. PENNSYLVANIA WAREHOUSING AND SAFE-DEPOSIT COMPANY,
Queen-Street Wharf:

Please deliver to schooner Anna Barton, or order, the following scrap-iron, viz: quantity scrap-iron on your wharf, about 111½ tons.

NAYLOR & CO.
Per GEORGE C. HAGNER.

APPENDIX.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
September 24, 1875.

SIR: The expense of preparing means for placing the stores, &c., on board the chartered ferry-boat Burlington, and of discharging the same at League Island, as well as of running her, will be chargeable to Construction and Repair.

Very respectfully, your obed't serv't,

I. HANSCOM,
Chief of Bureau.

Commodore Geo. H. PREBLE, U. S. N.,
Comd't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
September 27, 1875.

SIR: Herewith please find charter-party for the steam ferry-boat Burlington, to be executed by Wood, Dialogue & Co., per owners, whom you will please notify.

When the instrument is executed by that firm, you will please cause a copy of the same to be made for the use of your office, forwarding the original to the bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. HENRY PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia.

This charter-party, made and concluded between the New Jersey Navigation Company, a corporation chartered by the State of New Jersey, and owners of the steam ferry-boat Burlington, of 814.19 tons burden, of the first part, and Isaiah Hanscom, Chief of the Bureau of Construction and Repair, acting under the authority of the Navy Department of the United States for and in its behalf, party of the second part, witnesseth:

That the said party of the first part, in consideration of the covenants hereinafter mentioned to be kept and performed by the said party of the second part, does covenant and agree to charter, and by these presents doth charter and let to the said party of the second part, the said steam ferry-boat Burlington, in her present condition, for a period of six months, or until such time as the service for which she is chartered is fully completed and performed; provided, however, that in case the said party of the first part should sell the said steam ferry-boat Burlington, the said party of the second part shall and will deliver up said boat and discharge said charter upon thirty days' notice being given by the said party of the first part.

The party of the first part further agrees to sell the steam ferry-boat Burlington to the said party of the second part at any time during the first four months of this charter, for such a price, to be previously agreed upon, as the Navy Department may deem to be her fair market-value, and that all payments that may have been made under this charter up to the time of purchase shall be deducted from the purchase-price, the difference between the amount of charter-money thus paid and the value of the vessel as agreed upon, to be accepted and received by the said party of the first part as payment in full for the said vessel, and a receipt to that effect to be given. Further, if at the time of purchase any charter-money remains unpaid, it is hereby agreed by the said party of the first part that no claim for the same shall be presented, but that it shall be treated as if fully acquitted and paid; the said party of the first part further agrees, in the event of the purchase of the said vessel by the United States Navy Department, under the terms aforesaid, to make full and sufficient title therefor.

And it is further agreed that the said party of first part hereby gives, during the continuance of this charter, the steam ferry-boat Burlington into the sole and entire control of the proper officers of the Navy Department, it being hereby agreed and understood that the entire expense of running the vessel during the time embraced by the charter shall be borne by the Navy Department, and the said party of the second part, in consideration of the covenants and agreements herein set forth, to be kept and performed by the said party of the first part, hereby agrees with the said party of the

first part to charter, under the conditions herein specified, the said steam ferry-boat Burlington, for the said period of six months, or for such a period as may be required, or for the period until sold, demanded, and returned, if shorter period than the above mentioned, and to yield and pay for her use the sum of one thousand dollars per month for each and every month she may be employed in the United States service under this charter, and at that rate for any fractional part of the month; payment of the charter-money to be made monthly, in bills in triplicate certified and approved by the commandant of the Philadelphia navy-yard. The party of the second part further agrees with the party of the first part that if the said steam ferry-boat Burlington shall not be purchased by the Navy Department during the time stated in this charter, she shall be returned to the said party of the first part in the same order and condition that she now is in, ordinary wear and tear that a steam ferry-boat is subject to excepted. It being at the same time understood that the marine and other risks are to be borne by the Navy Department while the said vessel is in its service.

In testimony whereof the party of the first part, by the hand of its president and its corporate seal, and the party of the second part hereby set their hands and seals this the ninth day of October, A. D. 1875.

NEW JERSEY NAVIGATION CO., [SEAL.]
(Signed) By JNO. B. WOOD, *Pres't.*
(Signed) I, HANSCOM, [SEAL.]
Chief of Bureau Construction and Repair.

Attest:
(Signed) H. A. GOLDSBOROUGH.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 12, 1876.

I certify the foregoing is a true copy.

——— ———,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Oct. 1st, 1875.

SIR: Your letter of the 30th ult., (No. 179,) relative to persons necessary to form the crew of the "Burlington," has been received, and you are authorized to employ the same at regular rates of wages. With regard to the engineer, if Mr. Kendall can obtain a license and is a suitable person, the bureau has no objection to his employment, but it has no one specially in view for that position.

Very respectfully, your obed't serv't,
(S'gn'd) I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Com'd't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

THOS. C. BESSELIEVRE,
Chief Clerk.

COMMANDANT'S OFFICE, U. S. NAVY-YARD,
Philadelphia, 15th Oct'r, 1875.

SIR: You will submit to me for my approval and the approval of the Bureau of Construction & Repair, the number of men and rates of pay you would propose for the officers and crew of the chartered ferry-boat "Burlington," which is to be run at the expense of the construction department.

You will further estimate and report to me what will probably be the monthly running expense of the boat.

Respectfully, &c.,

GEO. HENRY PREBLE,
Commodore Comm'd't.

Ass't Naval Constructor J. B. HOOVER, U. S. N.,
Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, Philad'a, Oct. 16th, 1875.

SIR: In reply to your order of the 15th inst., I have to say that it is proposed to employ the following persons on the chartered ferry-boat "Burlington," viz:

1 captain	@ $5 00	per diem.
1 engineer	" 3 00	" "
1 wheelman	" 3 00	" "
1 fireman	" 2 60	" "

As per schedule of wages for the present quarter.

3 deck-hands,
1 oiler,
1 cook,
1 steward,
} Employed as laborers, detailed to the boat and paid as detailed laborers, per schedule, which at present is $2.00 per diem.

The estimated expense for running the boat, monthly, is about fifteen hundred dollars, ($1,500.)

I am, sir, very respectfully, your obed't serv't,
(S'gn'd) JOHN B. HOOVER,
Ass't N. Constructor, U. S. N.

Commodore GEO. H. PREBLE. U. S. N.,
Comm'd't Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the foregoing is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

CAMDEN, N. J., *Oct. 26th*, 1875.

Com. PREBLE:

DEAR SIR: Referring to the St. Burlington, would that, if you find the slightest difficulty in operating her, would, at your request, and *free of charge*, either call in person or send a competent man from the works to demonstrate to you that she is all right and perfect to handle.

Res't,

WOOD, DIALOGUE & CO.,
Per J. H. D.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the foregoing is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, Philad'a., Nov. 1st, 1875.

SIR: Referring to the letter of Mess'e'rs "Dialogue and Wood," dated 26th ulto., relative to the condition of the ferry-boat "Burlington," I have to recommend that they be requested to make such repairs to the "smoke-stack" as may be necessary, the same being in a dangerous condition at present. New bell-wires (engine) are also required.

I am, sir, very respectfully, your obed't serv't,
(S'gn'd,) JOHN B. HOOVER,
Ass't N. Constructor, U. S. N.

Commodore GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 4, 1876.

SIR: Referring to your letter of the 3d instant, No. 71, relative to the Burlington, you will keep her in use until further instructed by the Department.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Capt. C. H. WELLS,
Commandant Navy-Yard, League Island.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR.
Nov. 3rd, 1874.

SIR: The bureau's offer of $8,500 for the steam-yacht Sea-Weed having been accepted by her owner, Mr. Edwin A. Gaskill, he has been instructed to deliver her to you, and when so delivered you will please have her received accordingly.

The gradual moving of timber and other materials, with machinery and tools, from the yard under your command to League Island, has been directed by the Department so far as relates to this bureau; and for the purpose of facilitating in towing timber-rafts, loaded scows, machinery and tools, and transporting workmen, the tug Sea-Weed has been purchased by this bureau, and in order to make it as light as possible you will please direct the naval constructor to have her kept ready for that purpose, who will select an engineer, fireman, and pilot, from those on the construction-rolls, to be employed in the yard when not engaged in running the tug.

The seller has been instructed to hand to you, when turning over the boat, the usual bill of sale to the Navy Department of the United States, which, when received, you will please transmit to the bureau.

Very respectfully, &c., your obed't serv't,
(S'gn'd) I. HANSCOM,
Chief of Bureau.

Commodore Geo. H. PREBLE, U. S. N.,
Command't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the within is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 5th, 1874.

SIR: Referring to your letter of the 4th inst., (No. 176,) you will please direct that the Sea Weed be made perfectly tight.

Very respectfully, your obed't serv't,
(S'gn'd) I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant, Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

COMM'D'T'S OFFICE, U. S. NAVY-YARD,
Philadelphia, Nov'r 5th, 1874.

SIR: You will take an inventory, in duplicate, of all the articles now on board the Sea Weed, and transmit it to me as soon as practicable.

Respectfully, &c.,
(S'gn'd) GEO. HENRY PREBLE,
Commodore, Command't.

Naval Constructor E. HARTT, U. S. N.,
Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM C. BESSELIEVRE,
Chief Clerk.

Inventory of articles on board Sea Weed.

FURNITURE, &C.

3 cushions.	1 high stool.	3 counterpanes.
1 pair curtains.	10 life-preservers.	2 towels.
12 camp-stools.	1 set of awnings.	1 looking-glass.
1 table-cover.	7 blankets.	1 picture.
2 pillow-cases.	1 bed-spread.	1 set of berth-straps.
1 set of colors.	6 pillows.	

DISHES, &C.

9 goblets.	1 bread-roller.	1 cream-cup.
1 pitcher.	1 basket.	1 lemon-squeezer.
1 caster.	1 water-cooler.	1 case knives.
15 cups and saucers.	25 dishes.	1 potatoe-masher.
2 salt-cellars.	6 soup-dishes.	1 chopping-knife and tray.
3 meat-dishes.	6 breakfast-dishes.	1 coffee-mill.
2 salvers.	2 sugar-bowls.	
1 butcher-knife.	5 vegetable-dishes.	

COOKING UTENSILS.

2 coffee-pots.	1 tin kettle.	1 tea-can.
2 tin boilers.	2 cooking-pans.	1 sauce-pan.
1 ice-pick.	1 tea-pot.	

LAMPS, &C.

1 set of running-lights.	1 cabin-chandelier.	1 lot lamp-wicks.
2 lamp-chimneys.	5 lamps.	

MISCELLANEOUS.

3 axes.	1 ash-bucket.	1 set fire-tools.
2 branch-pipes.	1 anchor and chain.	6 water-buckets.
1 fire-shovel.	1 compass and box.	1 dust-pan and brush.
1 length gum hose.	1 hatchet.	

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Nov. 6th, 1874.

SIR: Referring to your letter of the 5th inst., No. 179, forwarding bill of sale, enrollment and license of the steam-yacht "Sea Weed," you will please have bills made for $8,500, in favor of the owners of that vessel, upon their furnishing you with satisfactory evidence from the proper custom-house that there are no liens upon her.

Respectfully, your obed't serv't,
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Com'd't, Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

Bill made for $8,500, under date Nov. 10th, 1874.

CUSTOM-HOUSE, NORFOLK, VA.,
Collector's Office, November 9th, 1874.

I hereby certify that there are no mortgages or other liens recorded in the books of this office against the steam-yacht "Sea Weed," $26\frac{83}{100}$ tons burthen. Official number, 115,254; owned by Baird, Roper & Co., of Norfolk, Va.

[SEAL.]

GEO. W. BLACK,
A. Deputy Collector.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

[Telegram.]

WASHINGTON, D. C., *Dec. 22nd*, 1874.

To the COMMANDANT *Navy-Yard, Philad'a:*

Mr. Warburton is to be the engineer of the Sea Weed.
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

Statement showing quantities, &c., of material delivered to contractors for repairs to monitors, &c.

DELIVERED TO CRAMP & SON.

Date of delivery.	Articles.	Weights.	Orders, &c.
1874.		*Pounds.*	
Jan. 22	14 curved bars, iron, 5 by 11 inches.	50, 195	Bureau of Construction and Repairs, Januar 6, 1874.
	2 3-inch plates, iron	6, 725	Do.
May 29	12 copper ventilators	.....	Bureau of Construction and Repairs, Ap 25, 1874, for repairs to monitor Nantucke
	1 Hyatt light	.....	Do.
	1 bell	.....	Do.
	8 boat-davits	.....	Do.
	3 hatch-davits	.....	Do.
	21 life-line stanchions	.....	Do.
	5 boat and hatch davits	.....	Do.
	3 iron turret ladders	.....	Do.
	22 brass registers	.....	Do.

DELIVERED TO HARLAN & HOLLINGSWORTH CO.

1874.			
Jan. 12	18 curved bars, iron, 5 by 11 inches.	64, 605	Bureau of Construction and Repair, Janu 6, 1874.
Feb. 17	2 3-inch plates, iron	6, 605	Letter of Mr. Steele, naval constructor, Ja ary, 25, 1874.
May 12	12 copper ventilators	.....	Bureau of Construction and Repair, April 1874, for repairs to monitor Passaic.
	18 air-registers	.....	Do.
	34 gratings	.....	Do.
	1 galley-pump	.....	Do.
	1 Hyatt light	.....	Delivered per order of bureau dated A 25, 1874, for use on monitor Lehigh.
	2 hatch-coamings	.....	Do.
	1 steering-wheel	.....	Do.
	1 bell	.....	Do.
	8 boat-davits	.....	Do.
	3 hatch-davits	.....	Do.
	1 timber-head	.....	Do.
	36 pieces live-oak, 275 cubic feet	.....	For use on new sloops building at their ya per order of bureau dated May 19, 1874.

DELIVERED TO JOHN ROACH.

1874.			
Jan. 14	14 curved bars, iron, 5 by 11 inches.	50, 462	Bureau order of January 6, 1874.
	2 3-inch plates, iron	6, 665	Per bureau's order of February 25, 1874, repairs to monitor Passaic.
Apr. 13	8 boat-davits	.....	Do.
	20 rail-stanchions	.....	Do.
	19 awning-stanchions	.....	Do.
	3 battle-hatch covers	.....	Do.
	1 propeller-well cover	.....	Do.
	1 anchor-well cover	.....	Do.
	24 deck-light battle-plates	.....	Do.
	8 large light battle-plates	.....	Do.
	2 tillers	.....	Do.
	1 anchor-chain wheel	.....	Do.
	10 eye-bolts	.....	Do.
	3 hatch-davits	.....	Do.
	3 chocks	.....	Do.
	1 lot of rail and rods for canopies	.....	Do.
	1 round Hyatt light	.....	Do.
	4 ventilators	.....	Do.
	1 lever for battle-hatch	.....	Do.
	1 tripod for flag-staff	.....	Do.
	20 half rims	.....	Do.
	1 piece of bulk-head	.....	Do.
	1 lot of small pieces	.....	Do.
	1 lot of iron plating for deck	.....	Do.

Statement showing quantities, &c., of material delivered to contractors, &c.—Continued.

Date of delivery.	Articles.	Weight.	Orders, &c.
1874.		*Pounds.*	
Apr. 20	Lot of copper pipe	117	Per order of bureau of April 25, 1874, for repairs to monitors Nahant, Jason, and Passaic.
	Lot of composition registers	83	Do.
	Lot of composition rims	25	Do.
	Lot of composition rivets	27	Do.
	Lot of composition screws	4	Do.
	Lot of somposition hatch-frames	450	Do.
	Lot of composition Hyatt light, round.	80	Do.
	Lot of composition deck-plate	80	Do.
May 18	13 deck-lights		Do.
	47 gratings		Do.
	25 air-registers		Do.
	2 bells		Do.
	46 copper ventilators		Do.
May 19	4 Hyatt lights		Do.
	2 galley-pumps, broken		Do.
	11 awning-stanchions		Do.
	2 ridge-poles		Do.
	6 life-line stanchions		Do.
	18 door locks and knobs		Do.
	31 spring-clutches		Do.
	18 hinges, brass		Do.
	56 porcelain knobs for drawers		Do.
	61 drawer-locks, brass		Do.
	1 lot of brass screws		Do.
	59 hatch-handles, brass		Do.
	17 mortise-locks		Do.
	47 drawer-locks		Do.
	13 brass keepers		Do.
	32 porcelain escutcheons		Do.
	49 brass escutcheons		Do.
	6 small brass bolts		Do.
	30 plate-buttons, brass		Do.
	19 brass hinges		Do.
	64 porcelain knobs		Do.
	1 lot of brass screws		Do.
	11 boat-davits		Do.
	4 hatch-davits		Do.
	1 anchor-davit		Do.
	1 rifle-shot protector		Do.
	2 hatch-coamings		Do.
	1 skeleton for ash-shute		Do.
	1 awning-stanchion		Do.
	1 rail stanchion		Do.
	1 hatch-lever		Do.
	17 awning and rail stanchions		Do.
	14 boat-davits		Do.
May 27	14 iron stringers, 5 by 11 inches	50,695	Per order of bureau, January 6, 1874, for Passaic.
	2 iron 3-inch plates	6,665	
	46 pieces live-oak, 352 cubic feet		Per order of bureau of May 19, 1874, for new sloops.
Sept. 9	23 brass registers		Per order of bureau of May 19, 1874, for Passaic.
	1 bell		Do.

Respectfully submitted.

JOHN B. HOOVER,
Assistant Naval Constructor, United States Navy.

The foregoing information furnished in accordance with request of the chairman of the congressional committee of investigation, through the chief clerk of construction department.

PHILIP HICHBORN,
Naval Constructor, United States Navy.

COMMANDANT'S OFFICE,
Naval Station, League Island, April 22, 1876.

Respectfully forwarded to Hon. W. C. Whitthorne, chairman Naval Committee.

C. H. WELLS,
Captain, Commandant.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 22, 1876.

Hon. W. C. WHITTHORNE,
Chairman of Naval Committee, Girard House, Philadelphia, Pa.:

DEAR SIR: In compliance with your request of the 20th instant, I herewith inclose you the following information, viz:

Sums of money paid or chargeable to the Huron, Alert, and Ranger, furnished from the books; value of the material and labor of all the departments, furnished by the Government; sails and rigging, (value of them,) with labor.

Report of quantity of locust on hand.

Amount of bills approved and paid to Geo. F. Wallace since 1872, for lumber and timber.

Copies of correspondence relating to the purchase and management of the Seaweed.

Copies of correspondence in relation to the hiring of the Burlington; statement showing the amount paid to the officers and crew since she has been used.

Copies of correspondence and reply of the Secretary of the Navy relative to furnishing letters and books to committee.

I am, sir, very respectfully, your obedient servant,

C. H. WELLS,
Captain, Commandant.

P. S.—Please acknowledge the receipt of these.

C. H. W.

No. 56.] COMMANDANT'S OFFICE, UNITED STATES NAVY-YARD,
League Island, April 8, 1876.

Hon. GEO. M. ROBESON,
Secretary of the Navy, Washington, D. C.:

SIR: I have to inform the Department that, in answer to a summons served on me yesterday, I appeared this morning before the naval investigating committee, of which Hon. W. C. Whitthorne is chairman, and was directed by that gentleman to send to the committee, at the Girard House, Philadelphia, the letter-book of this office for 1872, 1873, 1874, and 1875, which I have done, as I supposed it was the wish of the Department that this committee should be offered every facility while proceeding with their investigation.

I was also directed by Mr. Whitthorne to furnish the number of clerks, writers, inspectors, and employés of all description and classes in each department at the Philadelphia and League Island navy-yards in October, 1872, 1873, 1874, and 1875, and also the number of clerks, writers, and inspectors, by name and class, now. These I am having prepared, and will forward them on Monday next.

I am to appear again on Monday next at 10 a. m.

I am, sir, very respectfully, your obedient servant,

C. H. WELLS,
Captain, Commandant.

NAVY DEPARTMENT,
Washington, April 10, 1876.

SIR: Your communication of the 8th instant, No. 56, reporting your appearance before the naval investigating committee, &c., has been received.

The Department approves your course.

Very respectfully,

GEO. M. ROBESON,
Secretary of the Navy.

Capt. C. H. WELLS,
Commandant Navy-Yard, Philadelphia.

[Telegram.]

NO. 1711 SOUTH BROAD STREET,
Philadelphia, April 11, 1876.

SECRETARY OF THE NAVY,
Washington, D. C.:

Committee of the House Naval Committee request to be furnished with the press-letter books and order-books in steam-engineering for the past three years, and the contracts for work now being completed for Government in Philadelphia or navy-yard.

Shall I send the books, as requested by committee, to Girard Hotel, where they sit? Was my action on the 8th instant approved, in furnishing the books of the office, as reported officially in my letter of the 8th instant? Please answer.

C. H. WELLS,
Commandant.

[Telegram.]

WASHINGTON, *D. C.*, 4, 11, 1876.

To Capt. C. H. WELLS,
Commandant:

Your telegram received. Give the committee all the books they want.

GEO M. ROBESON,
Secretary of the Navy.

NAVAL CONSTRUCTOR'S OFFICE,
UNITED STATES NAVY-YARD,
League Island, April 21, 1876.

SIR: In accordance with directions received this date, I herewith furnish the following information:

Amount of locust timber on hand, as per books ..... 2,484¾ cu. ft.
Amount of locust (treenails) on hand, as per books ..... 207,101 pieces.

Value of labor and material furnished by the Government for the following vessels, as per books.

	Material.	Labor.
Huron	$8,917 16	$19,030 40
Ranger	2,069 26	3,829 68
Alert	10,529 23	13,299 07

Amount of bills paid to Geo. T. Wallace since 1872 for timber and lumber, total $19,525 95

Amounts paid to the officers and crew of the Burlington since she has been in use:

Captain	$917 50
Crew	3,008 66
Total	3,926 16

Very respectfully, your obedient servant,

JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

EQUIPMENT OFFICE, U. S. NAVY-YARD,
Philadelphia, April 22, 1876.

SIR: I have the honor to report the sums of money and value of material chargeable to the following-named vessels. This work was not to be done by contractors.

Name of vessel.	Material.	Labor.	Total.	Remarks.
United States steamer Alert	$20,556 78	$10,588 14	$31,144 92	Bark-rigged.
United States steamer Huron	13,997 58	7,852 88	21,850 46	Schooner-rigged.
United States steamer Ranger	7,312 15	5,685 17	12,997 32	Schooner-rigged, (not completed.)
Total	41,866 51	24,126 19	65,992 70	

Very respectfully, &c.,

BYRON WILSON,
Commander U. S. N., Equipment Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

EQUIPMENT OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 22, 1876.

SIR: I have the honor to report the cost of the sails and rigging of the following-named vessels. This work was not to be done by contractors.

SAILS.

Name.	Material.	Labor.	Total.	Remarks.
United States steamer Alert	$4,356 34	$3,306 51	$7,662 85	Bark-rigged.
United States steamer Huron	3,333 36	2,344 79	5,678 15	Schooner-rigged.
United States steamer Ranger	3,624 49	2,414 23	6,038 72	Do.
Total	11,314 19	8,065 53	19,379 72	

RIGGING.

United States steamer Alert	$13,942 30	$3,910 71	$17,853 01	Bark-rigged.
United States steamer Huron	7,250 12	2,932 35	10,182 47	Schooner-rigged.
United States steamer Ranger	3,872 88	2,121 39	5,994 27	Schooner rigged, (not completed.)
Total	25,065 30	8,964 45	34,029 75	

Very respectfully, &c.,

BYRON WILSON,
Commander United States Navy, Equipment Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Statement of labor and material expended on United States steamers Alert, Huron, and Ranger, at the United States navy-yard, Philadelphia, not required by contract.

UNITED STATES STEAMER ALERT.

	Material.	Labor.	Total.
Steam trial, oil, waste, &c	$237 91	$420 20	$658 11
Engine water-traps, fittings for	16 43	198 83	215 26
Boilers, packing, &c	39 41	.....	39 41
Smoke-stack	.....	65 50	65 50
Radiators	1,257 34	.....	1,257 34
	1,551 09	684 53	2,235 62

UNITED STATES STEAMER HURON.

Steam trial, oil, waste, &c	$150 19	$323 60	$473 79
Engine, fittings for, water-traps, and packing, (asbestos)	82 39	279 96	362 35
Smoke-stack, iron and rivets, altering stack	18 52	334 94	353 46
Radiators, (price)	1,214 58	.....	1,214 58
Water-traps, (price)	176 47	.....	176 47
	1,642 15	938 50	2,580 65

UNITED STATES STEAMER RANGER.

Water-traps, material $175 00

Very respectfully,

BENJN. F. GARVIN,
Chief Engineer, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island, Pa.

NAVIGATION OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 21, 1876.

SIR: The following is a statement of the cost of fitting out the Alert and Huron:

Name of vessel.	Labor.	Material.
Alert	$241 68	$80 15
Huron	279 97	162 58
Total	521 65	242 73

No orders have been received for fitting out the Ranger.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Navigation Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

ORDNANCE OFFICE, UNITED STATES NAVY-YARD,
League Island, April 21, 1876.

SIR: The following is a statement of the cost of material and labor in fitting out the Alert and Huron:

Name of vessel.	Labor.	Material.
Alert	$823 61	$980 45
Huron	824 08	1,065 56
	1,647 69	2,046 01

No orders have been received for fitting out the Ranger.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Inspector of Ordnance.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

OFFICE OF CHIEF ENGINEER,
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
Philadelphia, March 12, 1876.

SIR: I respectfully inform you that the weights of metal delivered to John Roach & Son were as follows, viz:

Machinery of Nebraska and Suncook:

	Pounds.
Shafting	185,364
Wrought iron	125,245
Cast iron	107,056
Composition	101,681
Copper	10,266
Total	529,612

The weight of two of the Nebraska boilers delivered Messrs. Cramp & Son was $75\frac{1}{2}\frac{870}{2240}$ tons.

The terms on which the above metal was delivered are not known to this department. No metal has been delivered to Pennock & Co. or Seyfert, McManus & Co.

Very respectfully,

BENJN. F. GARVIN,
Chief Engineer, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE,
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
April 12, 1876.

SIR: In obedience to your order of this date, I herewith furnish statement of amounts of iron, &c., turned over to the parties named:

To whom delivered.	Date of order.	Class of material.		Aggregate.		Remarks.
		Iron.	Composition.	Iron.	Composition.	
		Pounds.	*Pounds.*	*Pounds.*	*Pounds.*	
C. E. Pennock & Co	Jan. 6, 1874	825,575	.....	.....	.....	Delivered at 1¼ cents per pound; to be paid for in iron at 8 cents per pound.
Do	Oct. 29, 1874	1,521,703	.....	.....	.....	Do.
Do	July 31, 1874	1,424,296	.....	3,771,574	.....	Do.
John Roach	Aug. 12, 1875	235,938	4,985	235,938	4,985	No terms furnished.
Seyfert, McManus & Co.	Feb. 14 and Mar. 7, 1874.	1,030,280	.....	.....	.....	Same terms as Pennock & Co.
Do	Nov. 7, 1874	877,080	.....	.....	.....	3 tons of old for 1 of new.
Do	Apr. 2, 1875	659,960	.....	.....	.....	Same terms as Pennock & Co.
Do	July 30, 1875	343,556	.....	.....	.....	Same terms as that hitherto delivered.
Do	Aug. 27, 1875	1,627,905	.....	4,538,781	.....	No terms furnished.
Total	.....	8,546,293	4,985	8,546,293	4,985	

I am, sir, very respectfully, your obedient servant,

PHILIP HICHBORN,
Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Bills paid to N. McKay for removing the ship-houses, &c.

October 12, 1875.—Account, removing ship-houses	$5,000 00
October 25, 1875.—Account, removing ship-houses	5,000 00
November 9, 1875	5,000 00
November 26, 1875	5,000 00
January 21, 1876	5,000 00
April 4, 1876	2,264 52
Total paid	27,264 52
Amount still due	2,735 48
Amount of contract	30,000 00
February 14, 1876.—Tinning roof of small ship-house	1,433 02
December 2, 1875.—Removing stores	13,250 00
December 15, 1875.—Removing stores	13,250 00
Total	26,500 00
January 10.—Removing balance of materials	10,000 00

NAVY DEPARTMENT, BUREAU OF STEAM-ENGINEERING,
Washington, March 24, 1876.

SIR: The report of survey inclosed in your letter, No. 38, of the 23d instant, upon the machinery of the Seaweed is approved, and you will please obtain bids from several responsible persons in the business for the work of putting the boiler in order as recommended. Accept the price of the lowest bidder and have the work performed as soon as practicable.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

OFFICE OF CHIEF ENGINEER,
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
March 27, 1876.

Messrs. WILLIAMSON BROTHERS,
Corner Richmond and York Streets:

GENTLEMEN: You are respectfully requested to furnish an estimate of the cost of making the necessary repairs to the machinery of the tug Seaweed, now lying at this navy-yard.

The nature of these repairs is set forth in a report of survey, now on file and to be seen at this office, between the hours of 10 a. m. and 2 p. m., the work to be commenced within two days after receiving the contract, and to be completed in fifteen days after the work is commenced. Bids to be addressed to Capt. Clark H. Wells, U. S. N., commandant navy-yard, League Island, Pa.

Very respectfully, &c.,

BENJN. F. GARVIN,
Chief Engineer, U. S. N.

Forwarded.

C. H. WELLS,
Captain, Commandant.

WILLIAMSON BROTHERS, ENGINE AND BOILER WORKS, &c.,
CORNER RICHMOND AND YORK STREETS,
Philadelphia, March 30, 1876.

Capt. CLARK H WELLS, U. S. N.,
Commandant League Island Navy-Yard:

SIR: In compliance to your request of the 27th instant, we will agree to disconnect the boiler on board the United States steamer Seaweed at the navy-yard, League Island, and haul it to our works, (the employés of the navy-yard to deliver it from the hull to the truck,) where we will renew the upper tube-sheet and fit therein new tubes, also repair the side sheet of furnace, after which we will have the boiler on board and connect it in place for the sum of $440.

Hoping to receive your order for the above, we remain, yours truly,

WILLIAMSON BROS.

OFFICE OF CHIEF ENGINEER
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
April 6, 1876.

Messrs. WILLIAMSON BROTHERS:

GENTLEMEN: Your bid to make the repairs on the tug Seawood for the sum of $440 has been accepted. The work to be completed in the time stated in the proposal addressed to you on the 27th ultimo.

Very respectfully, &c.,

BENJAMIN F. GARVIN,
Chief Engineer, U. S. N.

Forwarded. The work to be done under the supervision of Passed Assistant Engineer A. Adamson, U. S. N.

C. H. WELLS,
Captain, Commandant.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 12, 1876.

Hon. W. C. WHITTHORNE,
Chairman Naval Committee, Girard House, Philadelphia, Pa.:

DEAR SIR: Agreeably to the request contained in your communication of the 10th instant, I herewith inclose you the contracts for work being completed for the Government in Philadelphia and the yard.

The steam-engineering books asked for have been sent to you by Mr. H. M. Valetté, chief clerk in the steam-engineering department.

I also inclose you statements of iron and machinery turned over to John Roach and others, as requested.

Very respectfully, &c.,

C. H. WELLS,
Captain, Commandant.

This contract, made and entered into this ninth (9) day of November, eighteen hundred and seventy-five, by and between the American Dredging Company of Philadelphia, in the State of Pennsylvania, by John Somers, president of said company, acting under its authority and in its behalf, as principal, and William Somers, of Camden, New Jersey, and F. B. Colton, of Philadelphia, Pa., as sureties of the first part, and the United States, by Commodore John C. Howell, U. S. N., Chief of the Bureau of Yards and Docks, acting under the authority and direction of the Navy Department, for and in behalf of the United States, of the second part, witnesseth—

That, for and in consideration of the payments hereinafter mentioned to be made by the said party of the second part unto the said parties of the first part, the said parties of the first part hereby contract and agree with the said party of the second part, as follows:

The said parties of the first part will furnish at their own risk and expense all the labor and materials, and the use of all the machinery, tools, and appliances for the execution in a proper and workmanlike manner of the following-described work at the United States navy-yard at League Island, to wit:

All the pile-work, timber, grillage, concrete and stone and brick masonry, for the foundations and foundation-walls of all the buildings to be removed from the Philadelphia navy-yard, and re-erected at League Island navy-yard, upon the present or such modified plans as the Department may determine.

And the said parties of the first part further agree that they will construct and complete the said work according to the specifications hereunto annexed, which specifications are hereby made a part of this contract; and according to approved plans filed in the office of the civil engineer at League Island, and will commence said work within twenty (20) days from the date of this contract, and will prosecute the said work in such order for the different buildings as the Navy Department shall direct, and as vigorously and continuously as the weather will permit and as hereinafter provided until completion; and will deliver unto the said party of the second part the said work entirely completed to the acceptance of the civil engineer in charge of the improvements at League Island, and to the satisfaction of the party of the second part, as follows:

The foundations for the commandant's office building on or before March first, 1876; the foundations for the four dwelling-houses known as officers' quarters, B, C, D, and E, on or before June 1st, 1876; and the foundations for each of the other buildings within such reasonable time from the commencement of each foundation as the Navy Department shall require.

It is further mutually agreed by the parties to this contract, that the party of the second part shall have power to change, enlarge, or diminish the buildings to be re-erected, and for which the foundations herein mentioned are to be constructed, without any additional charge, claim, or recourse on account thereof, by the parties of the first part. And it is further mutually agreed by the parties to this contract, that all the materials furnished by the parties of the first part shall be of the best quality of their kind for their purpose, and all the labor performed shall be done in a thorough and workmanlike manner; and all materials and workmanship shall be subject to the inspection and approval or rejection of the civil engineer in charge of the improvements at League Island navy-yard, who shall have full power, at any time during the progress of the works to reject any material or workmanship which, in his opinion, is not of the quality hereinbefore specified, and all materials so rejected shall be forthwith removed from the premises, and all work so rejected shall be immediately taken down and promptly rebuilt or otherwise made acceptable to the civil engineer in charge; and all measurements and verifications of the work shall be determined by him, but in case of dispute his decision shall be subject to the revision and approval, alteration or rejection of the commandant.

And the said party of the second part hereby contracts and agrees that, for the full and entire completion of said work according to the plans and specifications, and the stipulations and agreements herein made, and to the satisfaction of the party of the second part, there shall be paid to the American Dredging Company: 1st. The sum of seventeen (17) dollars per lineal foot for each and every lineal foot of foundation-walls with foundations complete that shall have been built according to the terms of this contract for the four dwellings on the north side of the Back Channel. 2d. The sum of twenty (20) dollars per lineal foot for each and every lineal foot of foundation-walls with foundations complete that shall have been constructed upon meadow-sites according to the terms of this contract; and, 3d. The sum of twenty-two (22) dollars per lineal foot for each and every lineal foot of foundation-walls, with foundations complete, that shall have been constructed upon sites at grade, according to the terms of this contract. And said sums shall be paid in monthly installments, as the work shall progress, upon estimates of the value of materials furnished and labor performed at the end of each calendar month, as made and certified by the civil engineer in charge of the work. And upon the entire completion of the work, as herein stipulated and agreed, all of said sums herein stipulated to be paid that shall then remain unpaid

shall be paid to the said American Dredging Company, and all of the sums herein provided to be paid shall be paid by the Navy paymaster at Philadelphia within ten (10) days after the warrants for the same shall have been passed by the Secretary of the Treasury. And the party of the second part further contracts and agrees that the parties of the first part shall have the free use of the Government wharves, hoisting-apparatus, tracks, cars, locomotives, and stone-breaker when not required for Government use.

And this contract is upon the express condition that no member of Congress nor any officer or agent of the Government of the United States be admitted to any share or part of said contract, or to any benefit to arise therefrom, or has, directly or indirectly, had any agency or interest in procuring the same.

And it is further mutually agreed upon and understood by the parties to this contract that no extra charge for any modifications or changes in the work will be allowed unless previously agreed upon in writing by the parties, and no modifications or changes mutually agreed upon by the parties to this contract shall in any way impair or affect its validity.

And it is further agreed that if the parties of the first part shall fail to complete this contract at the time or in the manner specified to the satisfaction of the party of the second part, then the party of the second part shall have full power to enter upon and complete the work at the expense of the parties of the first part.

(S'g'd) JOHN SOMERS, [SEAL.]
Prest. Amer. Dredging Co.

(S'g'd) WM. SOMERS. [SEAL.]

(S'g'd) F. B. COLTON. [SEAL.]

Signed, sealed, and delivered in the presence of—

Attest: (S'g'd) F. C. PRINDLE, *Secty.*

(S'g'd) FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

I hereby certify to the best of my knowledge and belief the above-named guarantors are good and sufficient as sureties for the amount for which they offer to be security.

(S'g'd) WM. P. ROBESON,
Asst. Collector of Customs.

Specifications for foundations and foundation-walls for buildings to be removed from the Philadelphia navy-yard and re-erected at League Island navy-yard.

The foundations of the walls will consist of piles capped with concrete or timber.

The pile foundations are to consist of rows of piles spaced as shown by drawings.

The piles to be of sound hemlock timber not less than six (6) inches in diameter at the small end, to be firmly driven to hard bottom by Shaw's patent gunpowder process, and cut off at half-tide level.

Around these piles is to be placed hydraulic concrete fifteen (15) inches thick and extending from three (3) inches below to twelve (12) inches above the heads of the piles; the concrete is to be composed of one (1) part hydraulic cement, two (2) parts clean, sharp gravel, and three parts broken stone; to be of the width shown by the drawings, and of such a width as to inclose all the piles in the rows, and to be firmly rammed around them.

Upon the concrete foundations, walls are to be built as directed: the outer ones being of stone-masonry laid in hydraulic mortar and raised to the bottom of the subbase course of the buildings, and the inner ones of stone or brick masonry, as required and shown by the drawings, laid in hydraulic mortar and brought up to the bottom of the first floor joists. In houses B and C, and such other buildings as may be designated, instead of the concrete, is to be laid a grillage of 10 × 12 hemlock timber, halved together at the intersections as directed, and bolted and braced as shown, and the braces to be spiked as directed. The cement used to be equal to the Newark and Rosendale brand, all the other materials to be also of the best quality of their kind; both material and workmanship to be to the satisfaction of the civil engineer.

No concrete or stone or brick masonry shall be laid in freezing weather. And any damage incurred by freezing shall be made good as required by the civil engineer.

CIVIL ENGINEER'S OFFICE,
U. S. Navy-Yard, League Island, April 11, 1876.

I certify that the foregoing copy of contract and specifications is a true copy of the original.

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

This contract, made and entered into this twenty-ninth day of January, in the year of our Lord one thousand eight hundred and seventy-six, by and between William S. McGinley, for the firm of Austin Obdyke & Co., of the city of Philadelphia, in the State of Pennsylvania, of the first part, and Captain Clark H. Wells, commandant U. S. navy-yard, League Island, acting under the authority and by direction of the Navy Department, Bureau of Yards and Docks, of the second part, witnesseth:

That, in consideration of the payment hereinafter named, the parties of the first part do hereby covenant and agree with the party of the second part, that the said parties of first part will put on the tin on the roof of the large ship-house at this yard, and paint the tin inside with one coat, and outside with one coat of paint, equal to Prince's metallic paint.

It is further understood and agreed that the party of the second part agrees to furnish the tin, solder, nails, and rosin, but not the paint.

It is further understood and agreed that the party of the first part will perform this work in a workmanlike manner, under the supervision of the civil engineer at this yard.

In consideration of the foregoing covenant, the party of the second part doth hereby covenant and agree with the parties of the first part, that the said party of the second, acting for and in behalf of the Navy Department, Bureau of Yards and Docks, will, upon the entire completion of the work specified hereinbefore, pay to the said parties of the first part, upon the certificate of the civil engineer of this yard, that all the conditions of this contract have been complied with by the parties of the first part, the sum of three dollars per square of one hundred square feet, in the lawful money of the United States.

And it is hereby mutually agreed that the parties of the first part shall be allowed to commence work as soon as the civil engineer of this yard shall pronounce the roof of the ship-house ready for this work, and finish the work within one month from commencement.

In witness whereof the parties have hereunto set their hands and seals this twenty-ninth day of January, one thousand eight hundred and seventy-six.

(Signed) AUSTIN OBDYKE & CO.,
WM. S. McGINLEY. [SEAL.]

(Signed) C. H. WELLS, [SEAL.]
Captain, Commandant Navy-Yard, League Island.

Witness as to the signature of William S. McGinley,
(Signed) FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

Witness as to the signature of Captain Clark H. Wells, U. S. N.,
(Signed) WM. J. MANNING,
Clerk to Commandant.

I hereby certify that the above is a true copy.

C. H. WELLS,
Captain, Commandant.

This contract made and entered into this fifth (5) day of November, eighteen hundred and seventy-five, by and between the American Dredging Company, of Philadelphia, Pa., by John Somers, president of said company, acting under its authority and in its behalf, as principal, and William Somers, of Camden, New, Jersey, and F. B. Colton, of Philadelphia, Pa., as sureties of the first part, and the United States, by Commodore J. C. Howell, U. S. N., Chief of the Bureau of Yards & Docks, acting under the authority and direction of the Navy Department, for and in behalf of the United States, of the second part, witnesseth:

That, for and in consideration of the payments hereinafter mentioned to be made by the said party of the second part unto the said parties of the first part, the said parties of the first part hereby contract and agree with the said party of the second part as follows:

The said parties of the first part will furnish, at their own risk and expense, all the labor and materials, and the use of all the machinery, dredging-machines, scows, cars, trucks, tools, and appl ances, including rail-tracks on shore, for the necessary execution, in a proper and workmanlike manner, of the following-described work at the United States navy-yard at League Island, to wit: For dredging and excavating a channel sixty feet in uniform width at the bottom, and with a depth of ten (10) feet of water at low tide, from the west end of the back channel at the Schuylkill River, along or near the present line of channel to Broad street; also a channel of the same width and depth around the iron-clads as they now lie; and also for dredging and excavating between the iron-clads as they now lie and Broad street, and within the lines of the back channel, according to the approved plan of the navy-yard, such additional width and depth of channel as may be required by the Bureau of Yards and Docks.

And it is further mutually agreed by the parties to this contract—1st, that the materials dredged and excavated to make the channel hereinbefore specified, shall be "thrown aside" on either side of the channel by the dredging-machines, without scowing, so as to form a channel of the specified width and depth from the western end of the back channel to the iron-clads; 2d, that the materials dredged and excavated between the iron-clads and Broad street shall be "scowed away" and dumped at such place or places within the limits of the League Island improvements as may be directed from time to time, by the civil engineer in charge of the work; 3d, that any portion or all of the materials dredged and excavated and "scowed away," as provided in the 2nd clause of this paragraph, shall, if so directed by the civil engineer, from time to time, as the work may progress, be dumped alongside of either tramway, now existing to the west of Broad street, and then dredged or excavated again, placed in cars, transported to such point or points and dumped in such manner and in such quantities at different, for "filling in" within the area of the League Island improvements as the civil engineer in charge of the work may from time to time direct.

And it is further mutually agreed by the parties to this contract that the work of dredging and excavating and "throwing aside," to form the channel from the Schuylkill to the iron-clads, shall be commenced immediately, and prosecuted vigorously and continuously, and completed to the satisfaction of the party of the second part within two months from the date of this contract; that the work of dredging and excavating and "scowing away" and the work of transporting in cars and "filling in," as specified in the 2nd and 3d clauses of the last preceding paragraph of this contract, shall be commenced as soon as the first part of said channel shall have been completed, as herein specified, and prosecuted as rapidly as may be directed from time to time by the civil engineer in charge of the work, but not so as to require the use of more than three of the ordinary dredging-machines of the company constantly at work.

And it is further mutually agreed by the parties to this contract, that all or either of the dredging and excavating, scowing, transporting, dumping, and filling in, or any portion of the same or of either, shall be suspended at any time and again commenced at any time and suspended and commenced as many times, or suspended indefinitely, as the party of the second part, on account of want of funds or other cause may require, by notice in writing to the parties of the first part, without any additional charge, cost, claim, or recourse to or against the party of the second part, and without impairing or affecting the validity of this contract; and further, that all of the said work shall be subject to the supervision and inspection and approval or rejection at any time of the civil engineer in charge of the work, and all measurements and verifications of the work shall be determined by him, but in case of dispute his decision shall be subject to the revision, approval, or disapproval of his superiors in office.

And the party of the second part hereby contracts and agrees that, for the full and entire completion of this contract to the satisfaction of the party of the second part, there shall be paid to the said American Dredging Company—1st, the sum of twenty (20) cents per cubic yard measured in the dredging dippers or scows for each and every cubic yard of material dredged and excavated and "thrown aside" by the dredging-machines; 2nd, the sum of twenty-five (25) cents per cubic yard measured in the dredging dippers or scows for each and every cubic yard of material dredged and excavated, "scowed away," and dumped within the limits of the League Island improvements where the civil engineer may direct; 3d, the sum of twenty-eight (28) cents per cubic yard, measured in the cars for each and every cubic yard of materials dredged alongside of the tramways, placed in cars, transported to such point or points and dumped in such manner as the civil engineer may direct within one hundred (100) lineal yards from the line of the present embankment; and five (5) cents per cubic yard additional thereto for each and every cubic yard so transported and dumped for every additional one hundred (100) lineal yards, or fraction thereof, the material shall be transported as required by the civil engineer; the said sums to be paid in monthly installments at the end of each calendar month, as the work progresses, upon estimates and measurements made and certified by the civil engineer in charge of the work; and when this contract shall have been complied with, and so certified by said civil engineer, then the amount remaining unpaid shall be paid to the American Dredging Company, and all the sums herein provided to be paid shall be paid by the Navy paymaster at Philadelphia within ten (10) days after warrants for the same shall have been passed by the Secretary of the Treasury.

And the party of the second part further contracts and agrees that the parties of the first part shall have the free use of the trestle-work and tramway on the north side of the back channel for the transportation of materials, as herein specified.

And this contract is upon the express condition that no member of Congress, or any officer or agent of the Government of the United States, be admitted to any share or part of said contract, or to any benefit to arise therefrom, or has, directly or indirectly, had any agency or interest in procuring the same.

And it is further mutually agreed upon and understood, by the parties to this contract, that no extra charge for any modifications or changes in the work will be allowed,

unless previously agreed upon, in writing, by the parties; and no modifications or changes mutually agreed upon by the parties to this contract shall in any way impair or affect its validity.

And it is further agreed that if the parties of the first part shall fail to complete this contract at the time or in the manner specified, to the satisfaction of the party of the second part, then the party of the second part shall have full power to enter upon and complete the work at the expense of the parties of the first part.

(S'g'd) JOHN SOMERS, [SEAL.]
Prest. Amer. Dredging Co.

(S'g'd) WM. SOMERS. [SEAL.]

(S'g'd) F. B. COLTON. [SEAL.]

Signed, sealed, and delivered in presence of—

Attest (sgd.) F. C. PRINDLE, *Sec'y.*

(S'gd') FRANKLIN A. STRATTON, *Civ. Eng. U. S. N.*

I hereby certify, to the best of my knowledge and belief, the above-named guarantors are good and sufficient, as sureties, for the amount for which they offer to be security.

(S'g'd) WM. P. ROBESON,
Asst. Collector of Customs.

CIVIL ENGINEER'S OFFICE,
U. S. Navy-Yard, League Island, April 11, 1876.

I certify that the foregoing is a true copy of the original contract.

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

White-oak knees.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 20, 1873.

The following instructions will be observed with regard to the inspection and purchase of white-oak knees, at the respective navy-yards named herein:

The bodies of the knees to be rough-sided to the diameter of the arm, taken at the middle of the length of the arm.

Three-fourths of the diameter of the arm, at the two-thirds of its length, clear of the body of the knee, to be considered the net siding of the knee, and on that siding the price will be based; no addition will be made to the price for fractional parts of an inch in the siding.

The length of the arm will be measured from the center of the body, and the molding size of the end of the body must be equal to the net siding of the knee.

The prices stated are for limb-knees, square and insquare; and the price for root knees will be six per cent. less than that to be paid for limb-knees; outsquare knees, both limb and root, will be 20 per cent. less in price than for square and insquare knees.

Knees formed by the limb and body of the tree above the limb must not be received, nor knees more than 16° outsquare. All the knees to be free from large knots, knot-holes, twist, and other defects.

Siding.	Length of arm.	Length of body.
6 inches	3 feet 3 inches to 3 feet 6 inches	4 feet 8 inches to 5 feet 0 inches.
7 inches	4 feet 0 inches to 4 feet 3 inches	5 feet 4 inches to 5 feet 10 inches.
8 inches	4 feet 5 inches to 4 feet 8 inches	6 feet 0 inches to 6 feet 6 inches.
9 inches	4 feet 9 inches to 5 feet 0 inches	6 feet 6 inches to 7 feet 0 inches.
10 inches	5 feet 0 inches to 5 feet 3 inches	7 feet 2 inches to 7 feet 8 inches.
11 inches	5 feet 3 inches to 5 feet 6 inches	7 feet 9 inches to 8 feet 3 inches.

Price per inch of white-oak knees, square and insquare.

Siding.	Portsmouth.	Boston.	New York.	Philadelphia.	Norfolk.	Washington.
6 inches.....	110 cents....	116 cents....	116 cents....	105 cents....	100 cents....	100 cents.
7 inches.....	180 cents....	180 cents....	180 cents....	170 cents...	165 cents....	165 cents.
8 inches.....	220 cents....	220 cents ...	220 cents....	210 cents....	205 cents....	205 cents.
9 inches.....	250 cents....	250 cents....	250 cents....	240 cents....	235 cents....	235 cents.
10 inches.....	252 cents....	250 cents....	252 cents....	242 cents....	238 cents....	238 cents.
11 inches.....	258 cents....	258 cents....	258 cents ...	248 cents....	242 cents....	242 cents.

(Sgd.) I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Pa., Apr. 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
July 16, 1875.

SIR: Referring to the bureau's letter of the 7th inst., relative to the inspection of knees offered by Thos. C. Basshor & Co. at the yard under your command, you will please direct the timber-inspector to visit the place outside the yard where the knees are, and inspect them, it being deemed for the interest of the Government to avoid in this way the possibility of the delivery of any knees which would not pass inspection.

Respectfully, your obed't serv't,
(Sgnd.) I. HANSCOM,
Chief of Bureau.

Commo. GEO. H. PREBLE, U. S. N.,
Commd't Navy-Yard, Philadelphia.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Nov. 17th, 1875.

SIR: Referring to your letter of the 16th inst., (No. 241,) you are authorized to have the condemned knees referred to therein sold at public auction, as recommended by you.

At sale on Friday.

Very respectfully, your obed't serv't,
(Sgnd) I. HANSCOM,
Chief of Bureau,

Commodore GEO. H. PREBLE, U. S. N.,
Commd't Navy-Yard, &c., Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
July 29, 1875.

SIR: Inclosed herewith please find a copy of an agreement with Mr. W. P. Reynolds, for breaking up the Nebraska, now at the yard under your command, for the sum of $4,900.

Very respectfully, your obed't serv't,
(Sgnd.) I. HANSCOM,
Chief of Bureau.

Commodore Geo. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, July 29*th*, 1875.

SIR: Your offer to break up the United States steamer Nebraska, now lying at the Philadelphia navy-yard, for $4,900, is accepted by the bureau, under the following conditions:

All the materials to belong to the Government; the wood, as removed by you, to be disposed of by the yard authorities, so as not to incommode your men while at work; and all the metal to be removed by you, and deposited by you in such places as may be designated by the commandant of said yard; the entire work to be done promptly and to the entire satisfaction of said commandant.

All blocks, tackle, or other tools which you may require in the execution of this work, and which can be spared, will be loaned to you, to be returned in good order and condition.

When, in the opinion of the naval constructor, one-half of the work is done, bills for one-half, less 15 per cent. reservation, will be made out and approved; and when the whole work is done, and satisfactorily completed, bills for the remaining half, with the reservation, will be out.

Respectfully, &c.,
(Sgnd.) I. HANSCOM,
Chief of Bureau.

W. P. REYNOLDS,
Washington, D. C.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the foregoing is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

WILLIAM P. REYNOLDS.—BREAKING UP NEBRASKA.

August 20, 1875.—One-half	$2,450 00	
Less 15 per cent. reservation	367 50	
		$2,082 50
September 18, 1875.—One-half	2,450 00	
Amount reservation August 20, 1875	367 50	
		2,817 50
Amount contract		4,900 00

NAVY DEPARTMENT BUREAU OF CONSTRUCTION AND REPAIR,
Washington, Aug. 13*th*, 1875.

SIR: Your proposal of the 29th ulto., to remove the two (2) ship-houses at the navy-yard, Philada., to League Island, for the sum of thirty thousand dollars, ($30,000,) has been received, and, by direction of the Department, is accepted, according to the following specifications and general stipulations, viz:

To take down the two houses, put the materials on board of scows, lighters, or other

vessels which may be furnished by the Government, and take the same materials from the scows, lighters, or other vessels, and erect the houses at League Island, on the foundations prepared by the Government to receive them.

You are to furnish all of the necessary material, of good quality, required to replace all broken, split, or rotten timber or boards; to do all the work, such as erecting, bracing, covering, hanging doors, windows, and shutters, and complete the two buildings ready for use, in a workmanlike manner, and satisfactory to the superintendent to be appointed by the Department to superintend the work.

You are to commence as soon as officially notified that the work is ready, and complete the same in four (4) months from the time of commencing.

Such facilities in the way of tools and machinery as can be spared from the navy-yard will be furnished you while prosecuting the work.

Payment for this work will be made as the work progresses, upon bills certified by the superintendent and approved by the commandant of the yard.

Please signify in writing your acquiescence in the terms proposed in this letter, and your willingness to proceed with the work.

Respectfully, your obed't serv't,
(Sgnd.)

I. HANSCOM,
Chief of Bureau.

NATH'L MCKAY, Esq.,
No. 52 Broadway, New York.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Aug. 13th, 1875.

SIR: Enclosed please find copy of a letter addressed under this date to Mr. Nath'l McKay, of New York, embracing the terms for taking down the two (2) ship-houses at the yard under your command, and erecting the same at the naval station, League Island.

As soon as he signifies his formal acceptance, you will be notified accordingly.

Respectfully, your obed't serv't,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Com'nd't Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

COMMANDANT'S OFFICE, U. S. NAVAL STATION,
League Island, Nov'r 29th, 1875.

SIR: You will arrange to roof the small ship-house at League Island with tin, suitably painted on the under side, for $5.50 per square, the Government to furnish the tin and solder.

By direction of the Bureau of Construction, &c.

Very respectfully, &c.,

GEO. HENRY PREBLE,
Commodore, Commandant.

Naval Constructor EDWARD HARTT, U. S. N.,
Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

WASHINGTON, D. C., *Feb'y 1st*, 1876—1.35 p. m.

To COMMAND'T, *Navy-Yard, League Island, Pa.:*

Furnish N. McKay with nails necessary to finish the ship-house.

(Sgnd) I. HANSCOM,
Chief of Bureau.

NOTE.—*Feb'y 9th*, 1876.—Verbal order from Chief Constructor Hanscom, on the yard, Mr. McKay being present, to furnish lumber for houses.

P. H.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 1, 1876.

GENTLEMEN: Your offer of the 12th January last to do the work required to complete the U. S. frigate Constitution for the sum of thirty-nine thousand four hundred and fifty dollars ($39,450) is hereby accepted, with the understanding that the work is to be done by you in accordance with the specifications, a copy of which is hereby forwarded; that it shall be in workmanship to the full satisfaction of the superintending officer or officers and of the bureau, and that the vessel is to be completed in all respects as provided in the specifications, and turned over to the Government on or before June 1st, 1876.

Bills may be made monthly, as the work progresses, for such proportion of the whole amount as, in the opinion of the superintending officer, you are then entitled to, taking into consideration the condition of the work at the time and bearing his certificate to the effect that the work has sufficiently progressed to entitle you to the amount named, and that it is in all respects satisfactory; but payments must not be expected prior to July next.

Upon your notifying the bureau of your readiness to commence the work of completing the Constitution in accordance with your offer and the terms of this letter, instructions will be given to turn the vessel over to you.

Respectfully, your obed't serv't,

(Sgnd) I. HANSCOM,
Chief of Bureau.

Messrs. WOOD, DIALOGUE & CO.,
Camden, N. J.

NAVAL CONSTRUTTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 3, 1876.

GENTLEMEN: Referring to the bureau's letter of the 1st inst. accepting your offer to do the work required to complete the U. S. frigate Constitution, work upon the sails, rigging, boats, and outfits is not to be considered as included in the work to be done by you upon that vessel.

Respectfully, your obed't serv't,

(Sgnd) I. HANSCOM,
Chief of Bureau.

Messrs. WOOD, DIALOGUE & CO.,
Camden, N. J.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
March 9th, 1876.

SIR: Before delivering the U. S. frigate Constitution to R. Wood and Dialogue, (late Wood, Dialogue & Co.,) at their yard in Camden, N. J., you will cause her to be properly insured by them against loss by fire or damage through any other cause, forwarding the policies of insurance to the bureau.

Respectfully, your obed't serv't,
(Sgnd) I. HANSCOM,
Chief of Bureau.

Captain CLARK H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
March 9th, 1876.

SIR: Enclosed please find copy of two letters addressed by the bureau, under date of the 1st and 3d inst., to Messrs. Wood, Dialogue and Co., accepting their offer of January 12th, 1876, for completing the U. S. frigate Constitution; also, a copy of the specifications for doing the work upon that vessel.

The terms under which the work above referred to is to be done are embraced in the above-mentioned letters and in the specifications, and Messrs. Wood, Dialogue & Co. have expressed their readiness to proceed with the work, subject to those terms. You are therefore authorized to turn the vessel over to them upon application.

The work of completing the Constitution will be under the superintendence of the ass't naval constructor, John B. Hoover, whom you will detail for that purpose, and in performing that duty he will be guided by the specifications and the letters herein mentioned. The necessary materials required for doing the work will be furnished from the yard under your command upon requisition, approved by the superintending officer, who will keep a strict and careful account of the same, in order that the Department may know the exact cost of the vessel when completed.

Respectfully, your obed't serv't,
(Sgnd) I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'd't Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

WASHINGTON, D. C., *March 11th*, 1876.

To COMM'D'T, *U. S. Navy-Yard, League Island, Pa.:*

Send Constitution to Wood and Dialogue Works in charge of ship-keepers, who will remain on her until insurance is effected.

(Sgnd) I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 20th, 1876.

SIR: Referring to your letter of the 18th inst., (No. 53,) the materials required to repair the Constitution at Camden, N. J., will be sent over from the yard under your command by the ferry-boat Burlington.

Very respectfully, your obed't serv't,
(S'g'n'd) I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NEAFIE AND LEVY.

Dec. 4, 1875.—Completing Quinnebaug, on acct	$20,000
Bal. due	15,000
Am't of contract	35,000

W. FLEET STEELE.

Nov. 8, 1875.—Plumbing for Quinnebaug, cash	$3,900
Old materials	2,100
Total paid	6,000
Bal. due	6,000
Am't of contract	12,000

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Jan'y 22nd, 1876.

SIR: By direction of the Department you will please deliver the Puritan to Mr. John Roach for the purpose of rebuilding the same at his ship-yard at Chester.

Respectfully, your obed't serv't,
(S'g'n'd) I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

[Telegram.]

WASHINGTON, D. C., *Jan'y 24th*, 1876.

To Captain C. H. WELLS:

Suspend the delivery of the Puritan to John Roach until further instructions.
(S'g'n'd) I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Jan'y 29th, 1876.

SIR: Referring to the bureau's letter of the 22nd and telegram of the 24th inst., relative to the Puritan, the Department now directs that that vessel be turned over to Mr. John Roach for the purpose of being rebuilt by him at his yard in Chester, which please have done.

Instructions with regard to the disposition of the machinery of that vessel will, it is understood, be forwarded to you by the Bureau of Steam-Engineering.

Respectfully, your obed't serv't,
(S'g'n'd) I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, May 4th, 1875.

GENTLEMEN: Referring to your offer of the 28th ult., to do certain work on the U. S. S. Quinnebaug, at the navy-yard, Philadelphia, for the sum of thirty-five thousand dollars, ($35,000,) the bureau does not consider the work therein specified as being sufficiently in detail to warrant its approval, but submits for your approval the following revised proposition:

That, for the sum above named, you will furnish all the labor usually performed by shipwrights, fasteners, outboard joiners, calkers, and laborers, necessary to complete the following portions of that vessel, viz:

Timbering of the lumber-port;

All the outside planking, from the keel to the rail, including squaring, calking, searching, and planing;

All keelsons, engine and shaft bearings, breast-hooks, ceilings, clamps, hold and store-room floors, all bulk-heads 2 inches and over in thickness; valves to water-tight bulk-heads; orlop and berth deck framing, including the fitting and fastening of the iron portion over boilers, berth-deck, and water-ways, thick strakes, deck-planking, hatch and scuttle coamings, hatches and scuttles, orlop and berth deck knees of all kinds; stanchions in hold, including fitting those of iron, chain, and shot-lockers, magazines and shell-rooms, ready for plumbers, engineers, and other openings through bottom and side, and fitting castings to same; gun-deck framing, water-ways, knees of all kinds, thick strakes and deck-planking; mast partners, coamings and steps; capstan-bitt chain pipe, chain stopper, and compressor beds; pivot chocks, coal and other scuttles; all hatch coamings of wood and fitting those of iron; topsail sheet bitts, and fitting, fastening, and finishing the same; fife-rails and stanchions, of same; pin-rails; fitting and securing mooring and other bitts of iron; chain-pipes, compressors and stoppers; manger coaming and galley-platform, spirketing, battery-plank, main-rail, poop-deck and forecastle deck clamps, framing hatch-coamings, plank-sheer, chocks, deck planking; all stanchions under gun, poop, and forecastle decks; main rail, hammock stanchions and rails; cutwater and head, complete, channels; chain-plates, including templates for, and fastening the same; quarter-galleries; port-shutters, including the fitting and hanging; and attaching all fittings, both to small and pivot ports; ash ports cut and castings to be fitted; boat davits and fittings, including crutches, strongbacks, &c.; cat-heads for tacks and main-brace bumpkins; hawse and mooring pipe-holes to be cut and casting fitted and fastened; sheet chocks to make and fit; air ports, and scuppers and castings fitted; all bolts for guns, and rigging, and other purposes, to fit and put in; iron and composition stanchions for hand-rails on poop and forecastle decks; false keel to work, fit, and fasten; stern bearing, shoe, stern-post, and stern-post palm to fit and fasten; rudder to hang and tiller to ship. All templates of whatever nature, for iron-workers, to be made by you. All labor necessary to launch ship, and secure launching material, after she is afloat. All decks, store-room floors, and platforms to be squared, bunged, calked, and planed. All the above work is to be done in a workmanlike manner, and in accordance with the specifications, and to the satisfaction of the superintending naval constructor.

Any portion not above specified which must be done in order to complete that which is specified, will be done by you. The labor necessary to handle and transport all material from store-houses and shops, to build stages, &c., is to be furnished by you. And it must be understood that you are to be responsible for the successful launching of the vessel, and the securing of the launching material.

In the performance of the work the facilities of the yard and the use of tools will be allowed you, with the understanding that you are to keep the tools in repair while using them.

The amount ($35,000) allowed for doing this work will be paid in four payments, (three of which shall be $10,000 each, and the final payment to be $5,000,) on bills in triplicate certified to by the inspecting-officer, that the work has sufficiently progressed to entitle you to the payment named.

Please signify in writing your acceptance of this proposition and your readiness to begin the work.

Respectfully,
(Sg'd) GEO. M. ROBESON,
Secretary of the Navy.

Messrs. NEAFIE and LEVY,
Philada., Pa.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
May 11th, 1875.

SIR: Inclosed please find copy of an agreement with Messrs. Neafie and Levy for work to be done on the Quinnebaug at the yard under your command.

This work will be superintended by the naval constructor, or his assistant, who is expected to take special care that the work on this ship is carefully and continuously inspected during its progress, and that all the terms and conditions of the agreement are faithfully complied with by Neafie and Levy.

Should they engage their men to work by the hour, or for more than 8 hours a day, the bureau has no objection to such an arrangement, which must be considered as an agreement entirely between the men and the contractors.

Respectfully,
(S'gn'd) GEO. M. ROBESON,
Secretary of the Navy, for Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commd't Navy-Yard, Philadelphia, Pa.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
May 24th, 1875.

SIR: Referring to your letter of the 15th inst. (No. 79) relative to Messrs. Neafie and Levy using the saw-mill for work on the Quinnebaug, the arrangement with them is that the Government is to be at the expense of running this mill for this work during the regular hours of employment in the navy-yard, and they are to be at the expense of running the mill for the extra hours.

Respectfully,
(S'gn'd) GEO. M. ROBESON,
Secretary of the Navy, for Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Comd't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, Apr. 11, 1876.

I certify the foregoing are true copies.

WM. C. PESSELIEIRE,
Chief Clerk.

$20,000 paid—$15,000 due.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, August 11, 1875.

SIR: Referring to your offer of the 6th inst. to do all the plumbing-work on the Quinnebaug for the sum of $14,000, the bureau considers too high, and proposes to you that you shall do all the necessary plumbing-work; that is to say, furnish all necessary

ships' water-closets, urinals, with tanks, cocks, valves, waste-pipes, and other lead pipes connecting the same; also, the lining of the head and manger, with head-pumps, all the necessary dills; also, lining the bowsprit-bed, hawse-pipes, galley-bed, ship's scuppers, air-ports, rudder-case, chocks, magazines, shell-rooms, passages, light-boxes, boat-ammunition room, sail-room, bread-room, pantry, and furnishing sea-cocks, channel-pumps, deck-pumps, bilge-pumps, fresh-water pumps, copper strainers, sounding-pipes, dills, &c.

And in consideration of your doing the work as above set forth, the bureau agrees to pay the sum of $12,000. The old materials the Government will furnish to you to be reworked, which have accumulated from the breaking-up of the light-draught monitors Koka and Minnetonka, at Wilmington, Del., and the Algoma and Otsego at Cramp & Sons', Phila., will go towards the materials used in this work. The balance to be paid in two equal payments in money, on the certificate of the naval constructor superintending the work that the work is satisfactorily completed according to the specifications which will be furnished.

Please notify the bureau of your acceptance of this proposition.

Respectfully, your obed't servant,
(Signed) I. HANSCOM,
Chief of Bureau.

W. FLEET STEELE, Esq.,
Philadelphia, Penna.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION & REPAIR,
August 12th, 1875.

SIR: Enclosed please find copy of a proposition made by the bureau to Mr. W. Fleet Steele to do the plumbing-work on the Quinnebaug for the sum of $12,000, which has been duly accepted by him, and the specifications for doing the work are herewith forwarded.

You will please direct the naval constructor superintending the work to have it proceeded with as rapidly as the other work on the Quinnebaugh will allow.

With regard to the old materials to be furnished, as mentioned in the letter enclosed, they will be supplied to the contractor at a fair valuation; and when the work, in the opinion of superintendent, has sufficiently progressed to entitle the contractor to the first of the two money-payments provided for in the agreement, bills for the same will be made and certified by him for the approval of the bureau. A reservation of fifteen (15) per centum will be withheld from the amount of this bill, which reservation, as also the second payment, will not be paid until the completion and acceptance of the work.

Respectfully, your obed't servant,
(Signed) I. HANSCOM,
Chief of Bureau.

Commodore GEO. HENRY PREBLE, U. S. N.,
Comm'd't Navy-Yard, Phila.

NAVY DEPARTMENT,
BUREAU CONSTRUCTION & REPAIR,
August 13th, 1875.

SIR: Enclosed please find copy of the specifications for doing the plumbing-work on the Quinnebaug, referred to in the bureau's letter of the 30th ulto. to Mr. W. Fleet Steele, a copy of which was forwarded to you yesterday.

Respectfully, your obed't servant,
(Signed) I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Phila.

Specifications for plumbing on U. S. S. Quinnebaug.

Water-closet.—To furnish and put up complete, in such places as the inspecting-officer may direct, four forward and two in quarter-galley 4½-inch single acting ships' water-closets, to be lined with 6-pound sheet-lead, properly nailed and soldered; the closets to be supplied with tanks made of 8-pound sheet-lead, to hold about 50 gallons, each to be supplied from deck with 2-inch medium lead-pipe; also, ½-inch pipe and ⅜-inch medium lead-pipe to closets. All tanks to have 2-inch brass deck-plates.

Urinals.—To furnish and put up two forward galvanized iron urinals, to be supplied from tanks with ¾-inch medium lead-pipe, and waste through 1½-inch medium lead-pipe to connect with water-closets. Urinals to have, each, composition stop-cock.

Water-closet scuppers.—The closets to waste through 4-inch lead-pipe, to be ¼ thick, to fasten with lead flange, bolts and nuts to water-closet, and skin, each about 15 feet long.

Baths.—To furnish and put up complete four bath-tubs, in such place as the inspecting-officer may direct, with tanks same as above described, supplied through 2-inch medium lead-pipe, with cocks, valves, and chain to waste through 1½-inch medium lead-pipe outboard.

Head.—The head to be lined with ¼-inch sheet-lead, properly nailed and soldered, 24 feet long by 12 feet wide; to have scuppers running to water-line on the bow, to be made of ¼-inch sheet-lead (8 × 4) about 20 feet long and 8 × 4 inches to be placed on each side.

Two dills to be lined with ¼″ sheet-lead, properly nailed and soldered, 11 feet long, 1 foot wide, and 2 feet deep to connect to scuppers.

Bowsprit lining.—The bowsprit to be lined with 10-pound sheet-lead 4 × 4, 8 feet long, to be properly nailed and soldered.

Hawse-pipe.—To furnish and put in four hawse-pipes, to be made of ¼-inch sheet-lead, properly nailed and soldered, 18 inches in diameter by 4 feet long.

Manger.—To furnish and put in manger ¼-inch sheet-lead, 14 feet long and 12 feet wide, properly nailed and soldered, with two 3-inch scuppers to run outboard.

Galley-bed.—To furnish and put in ¼-inch sheet-lead, 14 feet long by 10 feet wide, to be properly nailed and soldered.

Ship-scuppers.—To furnish and put in two on quarter-deck and four on poop-deck, four by three inch, ¼ sheet-lead scuppers, about 3 feet long. Ten on main deck, four feet long, eight by six inch, ¼-inch sheet-lead, to be properly nailed and soldered, to have copper strainers on inside.

Air-ports.—To furnish and put in ten under quarter-deck, sixteen under poop-deck, and forty-eight on berth-deck, fourteen inch outside and twenty-two by eighteen inch inside, and two feet long, to be properly nailed and soldered.

Wash hand-basins.—To furnish and put up eight, plain pattern, fourteen-inch patent overflow wash hand-basins, to be supplied with tanks as above described.

Wash hand-basins cont'd.—Also, silver-plated basin cocks, plugs and washers, to be supplied through 1-inch medium lead pipe, to waste through 1½-inch medium lead pipe, to lead outboard.

Rudder-case lining.—To furnish and put in ¼-inch sheet-lead lining, thirty-six inches by thirty inches, seven feet long. Also, lining 6 mooring-pipes with ¼-inch sheet-lead, twelve inches in diameter, thirty inches long, to be properly nailed and soldered.

Magazines.—To furnish and line forward magazine with 6-pound sheet-lead, fore and aft, eleven feet athwartships, ten feet and nine feet high, bottom to be covered with 6-pound sheet-lead; forward magazine passage-way to be lined with 6-pound sheet-lead, fore and aft, 7 feet by 4 feet athwartships and ten feet six inches high, to be supplied with two three-inch scuppers; through passage-way to magazine, the passage will be supplied with three-inch ship's sea-cock and have couplings, the magazines to have four-inch waste-valve, to be fitted with four and a half inch ¼″ lead pipe to run to bilge, the valves to be fitted with one inch and a quarter copper rod, with handles on berth-deck and key on spar-deck, to cover with four-inch brass deck-plate, overflow waste-pipes to be three inches in diameter and ¼ thick, to have trap under floor, and the pipe to run within 6 inches of top of magazine. The after magazine to be fitted in all respects same as above described, fore and aft 12 feet, athwartships eleven feet 6 inches, and 10 feet 6 inches high, bottoms to be covered with 6-pound sheet-lead. The passage-way will be in all respects the same as above described, fore and aft four feet, athwartships fourteen feet, and ten feet six inches high, tops and bottoms to be covered with 6-pound sheet-lead. All the above work to be properly nailed and soldered, to the satisfaction of the inspecting-officer.

Shell-room.—The forward shell-room to be lined with 6-pound sheet-lead, fore and aft eight feet, athwartships nine feet, and ten feet six inches high, bottom to be covered with 6-pound sheet-lead, to be fitted with cocks, waste-valves, rods, handles, and overflow-pipes, as described in magazines. The after shell-room fitted in all respects same as above described, fore and aft nine feet six inches long; athwartship eleven feet nine inches, and ten feet high, bottoms to be covered with 6-pound sheet-lead, cocks, waste-valves, rods, handles, deck-plates and overflow-pipes to be fitted same as described in magazines; all the above work to be properly nailed and soldered.

Boat-ammunition room.—To be fitted in all respects same as above described in magazine, fore and aft five feet six inches, athwartships ten feet, and ten feet high, to be properly nailed and soldered.

Sail-room.—To furnish and line with XX bright tin, to be covered top and bottom, fore and aft eight feet, athwartships thirteen feet nine inches, and eight feet high, one room starboard and one port, to be properly nailed and soldered and fitted to the satisfaction of the inspecting-officer.

Bread-room.—To furnish and line same as above described, fore and aft nineteen feet three inches, athwartships eleven feet seven inches, and seven feet high, one forward and one aft, to be fitted in all respects same as sail-room.

Sea-cocks.—To furnish and put in six 2½-inch brass sea-cocks, with bolts, flange, and couplings complete, to be soldered to 2½-inch ¼″ lead pipe, the holes to be cut and lined with 3-inch ¼″ lead pipe, all to be properly flanged and nailed outside, to make perfectly water-tight.

Head-pumps.—To furnish and put up complete in head two 4-inch brass chamber head-bumps, to be connected with 2½-inch ¼″ lead pipe to run to sea-cocks forward, to have nozzles and hose-couplings for outlet in head.

Channel-pumps.—To furnish and put in complete, with brakes and couplings, two No. 19 Bible-back pumps, to be placed on the channel, each side suction-pipe to be 2½-inch ¼″ lead pipe, to run inboard to connect with sea-cocks, the discharge-pipe to run inboard, to be fitted with hose, nozzle, and couplings complete.

Deck-pump aft.—To furnish and put up complete, with brakes and couplings, one No. 19 Bible-back pump, to be placed on poop-deck where the inspecting-officer may direct, to be fitted with 2½-inch ¼″ lead pipe, to run to sea-cock aft.

Deck-pump forward.—To furnish and put up complete one No. 19 Bible-back pump, to be placed under forecastle where the inspecting-officer may direct, and fitted in all respects same as described above.

Bilge-pumps.—To furnish and put up complete four nine-inch bilge-pumps, with brakes and levers complete; these pumps to be placed where the inspecting-officer may direct, to be fitted with 6-inch ¼″ lead pipes to run to bilge, with lead strainers of proper size, to be made of ¼″ sheet-lead properly soldered.

Fresh-water pumps.—To furnish and put up complete, where the inspecting-officer may direct, one 3-inch lift and force fresh-water pump, mounted on plank, to be connected with 2-inch ¼″ lead pipe, to run to fresh-water tanks in hold, and to supply scuttle-butt with 1½-inch brass-cock with connection to galley and supply-galley. Coppers with four 1½-inch cocks over galley.

Copper strainers.—To furnish and put on over all sea-cocks 12-inch raised copper strainers, properly screwed to hull, to be made of 30-pound copper; to furnish and put on strainers over all ventilating-holes in the hull of ship, to be made of 18-oz. copper.

Sounding-pipes.—To furnish and put up two 3-inch ¼″ lead sounding-pipes, to run from main-deck to bilge, where the inspecting-officer may direct.

Pantry.—To furnish and put up one 2-inch cistern-pump, to be fitted with 1½-inch lead pipe, to run to fresh-water tank; also, sink, to be lined with 6-pound sheet-lead, properly nailed and soldered.

Mast coats of lead to be properly nailed and secured on main and berth deck on each mast.

The lightning-rods to be covered with a sheath on each side of ship below the water-line, and the necessary fittings for life-buoys where required.

Sills.—To furnish and put in 18-ounce brass on all state-room sills, steps, ladders, and companion-ways, supposed to be 40 steps 2 feet long and 10 inches wide, and 60 sills 2 feet long by 7 inches wide, to be properly nailed or screwed with escutcheon pins.

All the materials for pumps, brass-work, lead, solder, nails, &c., including labor, to be of the best quality and workmanship, and the above specified work to be done to the satisfaction of the United States inspecting officer for the sum of

(Signed) W. FLEET STEELE,
Ship Plumber, 806 Swanson Street, Philadelphia.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 11, 1876.

I certify the foregoing are true copies.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 12, 1876.

SIR: Referring to the report of the 8th instant, from the naval constructor and assistant naval constructor at the yard under your command, forwarded by you, and inclosing bills of R. Wood & Dialogue for work done to the Mayflower, you are informed that bills amounting to $5,532.95, for labor and materials expended on that vessel from October 14, 1875, to April 1, 1876, were approved by the bureau, under date of the 11th instant, and handed to that firm.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 8, 1876.

SIR: In obedience to bureau's telegram of the 3d instant, we have re-examined the Mayflower, and respectfully submit the following report:

We find that the work thus far performed is satisfactory.

The charges we consider are in excess of those for which the same work could have been done at this yard.

The original bills are herewith inclosed, together with recapitulation and estimates for doing the work at this yard.

	Labor.	Materials.
Bill No. 1, October 14, 1875, to March 1, 1876	$2,301 17	$1,614 71
Yard estimate for same work	1,850 00	900 00
	451 17	714 71
		451 17
Bill No. 1, Amount of excess		1,165 88
Bill No. 2, March 1, to April 1, 1876	$967 42	$649 65
Yard estimate for same work	870 00	540 00
	97 42	109 65
		97 42
Bill No. 2, amount of excess		207 07

Amount of excess on bill No. 1	$1,165 88
Amount of excess on bill No. 2	207 07
Total excess of cost over estimate for labor and materials	1,372 95

We are, sir, very respectfully, your obedient servants,

PHILIP HICHBORN,
Naval Constructor, U. S. N.
JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

[Telegram.]

WASHINGTON, D. C., *April* 3, 1876.

To COMMANDANT NAVY-YARD,
League Island, No. 1711 *South Broad Street, Philadelphia:*

Direct the constructor and assistant constructor to re-examine the Mayflower and ascertain and report if the work done on her for this bureau by Wood & Dialogue is satisfactory and the charge for it proper and just.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 10, 1876.

SIR: You will please direct Naval Constructor Hichborn and Assistant Naval Constructor Hoover to examine the Mayflower, at the establishment of Wood & Dialogue, Camden, N. J., and report the cost of the work done or to be done to her by that firm, so far as pertains to this bureau.

When the report is made you will please forward it to the bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., March 15, 1876.

SIR: In obedience to the bureau's order of the 10th instant I herewith inclose, for transmission to the Bureau of Construction and Repair, the estimated cost of the work done and to be done on the tug Mayflower by the firm of Wood & Dialogue, Camden, N. J. The vessel has been lying at their yard for the past six months.

I am, sir, very respectfully, your obedient servant,

JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Estimated amount for labor and material furnished by Messrs. Dialogue & Wood, for United States tug Mayflower, from October, 1875, *to present date, March* 13, 1876.

Deck cut out and replaced for boilers.
House lengthened on fore end.
Pilot-house raised up and built new.
Canvas on house (fore end) made new.
Foremast moved forward, (new partners and step.)
Iron deck-beams over boilers, four new ones in place of wood.
Hatch-coamings forward, made new.
Pumps moved forward.
Chain-plates to foremast moved.
Cross bulk-heads, iron, two, rebuilt new and moved.
Cross bulk-heads, iron, one, rebuilt and moved.
Iron tunnel-way rebuilt new.
Painting new work, (one coat.)
Iron hatch-frame for heater made new.
Calking new work.

Material	$900
Labor	1,850
Estimated value of work done	2,750

Estimated cost for labor and material for work to be done to tug Mayflower.

HULL.

Tug to be taken out and bottom cleaned and painted, two coats of red-lead.
Bilges well cleaned. scraped, washed out, and painted; two coats of red-lead.
House on deck to be fitted, (as per plan,) to be furnished.
Steering-wheel, to be made new, not less than 5 feet 6 inches diameter.
Pilot-house, to complete, doors to have glass inserted, &c.
Steering-gear, to be properly led under the deck.
Galley and pantry, to be fitted, (as per regulations.)
Water-closets, three new ones to build inside the house.
Hand-rail, all round the top of house, brass to after end of pilot-house, the remainder to be iron stanchions, with brass balls, not less than 2 feet 6 inches in height.
Bitt, forward, to be reduced in height 12 inches and fitted with brass corners.
Hood for fore-hatch, with slides; all to be movable.
Upper deck to be repaired; seams calked when necessary.
Seams above the water-way, to be recalked, painted, and puttied.
Chocks for guns abreast of house to be taken away.
Sky-lights and ladders to be completed.
Berth-deck forward, seams to be calked, painted, puttied; all to be shellaced.
Berth-deck aft, seams to be calked, painted, puttied; all to be shellaced.
Magazines and shell-rooms to be repaired and painted.
Awning-stanchions on upper deck to be fitted.
Awning-stanchions on top of house, of iron, to be made and fitted.
Scuppers properly fitted on top of house.
Gangway-ladders to top of house, three to be made.
Gangway-ladders on side of tug, with stanchions.
Brass on all the door-sills and other places where required.
Seats on top of house, (two,) amidships.
Pumps and fittings to complete.

Flag-staffs, two to be fitted and painted.

BOATS.

Boats, two to be repaired and painted complete.

TANKS.

To be well cleaned and painted.

FURNITURE.

Bureaus and wash-stands, tables, &c., to be repaired, scraped, and oiled.

All of the required work to be done in a workmanlike manner, and to the satisfaction of the superintendent, that the vessel may be ready for occupancy by officers and crew in all respects. Anything omitted in the above estimate is to be done by the contractors without extra charge.

RECAPITULATION—WORK TO BE DONE.

	Material.	Labor.	Total.
Hull	$1,000	$2,200	$3,200
Masts	10	20	30
Boats	20	100	120
Tanks	5	15	20
Furniture	50	300	350
	1,085	2,635	3,720

Yours, respectfully,

PHILIP HICHBORN,
Naval Constructor, U. S. N.
JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

EQUIPMENT OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 15, 1876.

SIR: The following is the number of clerks, writers, inspectors, and employés placed on the rolls of this department by order of the Secretary of the Navy and chief of bureau, from September, 1872, to November, 1875:

No.	Employés.	Rate of pay.	By whose order.
1	Chief and time-clerk	$1,400 per annum..	Secretary of Navy, July 21, 1874.
1	Store-clerk.....	$1,250 per annum..	Secretary of Navy, August 11, 1874.
1	Writer.....	$3.25 per diem.....	Secretary of Navy, November 7, 1872.
None	Inspectors.....		
3	Sail-makers.....	$3.00 per diem.....	Secretary Navy, Sept. 2 and Dec. 2, 1872, and August 28, 1875.
3	Riggers..	$3.50 per diem.....	Secretary Navy, Sept. 2 and 30, 1872, and September 15, 1874.
1	Messenger.....	$2.00 per diem.....	Chief of bureau, telegram, July 3, 1874.

Very respectfully, &c.,

WILLIAM M. PALMER,
Chief Clerk to Equipment-Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

CIVIL ENGINEER'S OFFICE, UNITED STATES NAVY-YARD,
League Island, April 15, 1876.

SIR: In compliance with your instructions of to-day, I have the honor to submit the following statement showing the number of clerks, writers, inspectors, and employés placed on the rolls of the Department of Yards and Docks at this yard, by order of the Hon. Secretary of the Navy, and Chief of Bureau of Yards and Docks, from September, 1872, to November, 1875, with their rates of pay:

No.	Rating.	By whose order employed.	Pay per day.
1	Inspector of paints.....	Secretary of the Navy.....	$5 00
1	Writer.....	.....do.....	3 26
4	Brick-masons.....	.....do.....	3 50
1	House joiner, first class.....	.....do.....	3 00
1	Captain of watch.....	.....do.....	3 00
1	Special laborer.....	.....do.....	3 00
7	First-class laborers.....	.....do.....	2 00
1	Painter, first class.....	Bureau of Yards and Docks.....	3 50
1	Joiner, first class.....	.....do.....	3 00
18			

No orders were received to retain any employé until special orders were sent from the Department to discharge. All of the above have since been discharged except the first two.

Very respectfully, your obedient servant,

SAMUEL A. STRATTON,
Civil Engineer, U. S. A.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island, Pa.

ORDNANCE OFFICE, UNITED STATES NAVY-YARD,
League Island, April 15, 1876.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.:

SIR: I would respectfully report that there have been no clerks, writers, inspectors, or employés placed on the rolls in this department of this yard by order of the Secretary of the Navy or of the head of bureau.

Those employed by special order of the commandant are as follows, viz:

Classes.	No.	Rate of pay.	Remarks.
Writer	1	$3 25	
Laborer, first class ..	1	2 20	"Not to be discharged unless for bad conduct." Included in general discharge ordered by bureau to take effect December 6, 1875.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Inspector of Ordnance.

NAVIGATION OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 15, 1876.

SIR: I would respectfully report that there have been no clerks, writers, inspectors, or employés placed on the rolls in this department of this yard by special order of the Secretary of the Navy, or the head of the bureau, from September, 1872, to November, 1875.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Navigation Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 17, 1876.

Hon. W. C. WHITTHORNE,
Chairman of Naval Committee, Girard House, Philadelphia, Pa.:

DEAR SIR: Agreeably to your request of yesterday, I herewith inclose you lists of the number of clerks, writers, inspectors, and employés placed on the rolls of the yard in each department, (except steam-engineering, whose books you now have,) by order of the Secretary of the Navy, and of the heads of bureaus, with rates of pay to each, from September, 1872, to November, 1875, noting those to be retained until special orders from Department to discharge.

I also inclose copies of the orders of the bureau, and report of the constructor, (chief engineer made no report,) and amounts of approved bills in relation to the Mayflower. In answering the question, yesterday, relating to the Mayflower, the estimate of Naval Constructor Hichborn for the repairs to that tug, I had to rely upon my memory in relation to the difference between his and Wood & Dialogue, which I find now by reference to the official letters to be $1,372.95, instead of $600, as stated.

I am, sir, very respectfully, &c.,

C. H. WELLS,
Captain, Commandant.

P. S.—Number of clerks, writers, &c., in construction department is not yet finished, but will be forwarded when done.

C. H. W.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 18, 1876.

Hon. W. C. WHITTHORNE,
Chairman of Naval Committee, Girard House, Philadelphia, Pa.:

DEAR SIR: I herewith inclose you the list of clerks, writers, inspectors, and employés called for by your memoranda of the 14th instant, and which was omitted in those inclosed in my letter of yesterday, as noted in the P. S.

Very respectfully, &c.,

C. H. WELLS,
Captain, Commandant.

Number of persons employed by order of the Chief of the Bureau of Construction and Repair from September, 1872, to November, 1875.

Occupation.	1872.			1873.											1874.											1875.								1872.	1873.	1874.	1875.
	Sept.	Oct.	Dec.	Jan.	Feb.	Mar.	Apr.	May.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May.	June.	July.	Aug.	Sept.	Oct.	Dec.	Jan.	Feb.	Mar.	June.	July.	Aug.	Sept.	Oct.	Pay per diem.	Pay per diem.	Pay per diem.	Pay per diem.
Writers							1		1	1				1			1	*1, 4						1	3						1			$3 26	$3 26	$3 26
Timber-inspector								1																	1										4 47 3-10		4 47 3-10
Dock-master									1																										4 47 3-10		
Iron-platers	1						†1							1												†1				2	1	3	2	$3 00	3 00		3 00
Joiners	1	2	1						1	1		1	1				1						2	1	1					2	1	1	1	3 34	3 24	3 24	3 00
Calkers	1		1																							3								3 50			3 00
Messenger																													1								2 00
Laborers	3	2																			4		2		2	7	4	1	1	3	1	4	23	2 20		2 20	2 10
Painters	3		1	1		1		1	†1, 2					2		2				2	1		1	1	1	2		1			1		2	3 40	a3 40	3 50	b2 76
Boat-builders																												1									3 50
Shipwrights	1													1			1				1					4				4	2	3		3 50	3 50	3 50	3 00
Acting time-clerk																															1						4 00
Bolters	1																	2																2 30		2 50	
Coppersmiths																																	1				3 50
Sawyers		1							1																					†1					3 50		3 00
Apprentices				1	1	‡3					1			3	1			1	1				1			1				1				‖	‖	‖	‖
Inspectors of iron																																	1				3 50
Assistant timber-inspector					1																					§1											4 00
Borers							1																4			†1, 7				1		8	2		2 50		c2 00
Superintendent of laborers																														1							3 90
Molders																	1																			3 50	
Cabinet-makers									†1																										3 00		
Plumbers												1																		†1					4 74		3 00
Quarterman shipsmith			1																															4 00			
Quarterman joiner																												1									3 50
Shipsmiths			1											1	1				1							†1				1	1	1		3 50		3 74	3 00
Shipsmiths' helpers																					1															2 20	
Foreman															1						1							d2								4 60	
Assisting assistant naval constructors																						1			e2											5 00	
Millman																						1														3 50	
Second-class shipsmith																							1		1	1		†1								3 00	3 00
Pattern-makers																									1	†1										3 26	3 26
Engineers																									1	†1, 2		1								4 00	3 20
Firemen																										1											2 60
Total	11	5	5	2	2	4	3	2	7	2	1	2	1	9	3	2	4	7	2	2	8	2	11	3	13	32	4	8	2	17	9	20	32				

* Not to be suspended. † Not to be discharged without order. ‡ 1 failed to present himself. § Not to be discharged except for misconduct. ‖ Average rate $1.25 per diem.
a December, $3.50. *b* March, $3.50. *c* January, $2.20. *d* 1 at $4.50 and 1 at $5 per day. *e* 1 at $3.26 per day.

NAVAL CONSTRUCTOR'S OFFICE, *U. S. Navy-Yard, League Island, April* 18, 1876. Respectfully submitted. PHILIP HICHBORN, *Naval Constructor, U. S. N.*

Capt. C. H. WELLS, *U. S. N., Commandant Navy-Yard, League Island, Pa.*

NOTE.—Many of the above orders, signed by the chief of bureau, state that they are given "by order of the Department."

Number of persons employed by order of the honorable Secretary of the Navy, from September, 1872, to November, 1875.

Occupation.	1872.				1873.		1874.					1875.				1872.	1873.	1874.	1875.
	Sept.	Oct.	Nov.	Dec.	April.	Oct.	July.	August.	Sept.	Oct.	Nov.	Jan.	March.	May.	Oct.	Pay per diem.	Pay per diem.	Pay per diem.	Pay per diem.
Laborers	15	5	5	...	...	...	...	7	12	9	...	1	...	...	...	$2 20	...	$2 20	$2 10
Joiners	4	1	4	...	1	...	5	1	14	3	...	...	...	*1 ‖2	19	3 34	$3 24	3 24	3 00
Painters	12	2	2	...	...	...	3	...	6	7	...	...	...	...	...	3 40	...	3 50	...
Riveters	2	3	...	...	...	...	3	...	...	...	...	1	...	...	2	‡2 30	...	2 50	2 00
Shipwrights	2	1	...	...	...	...	2	2	6	10	...	...	...	...	3	3 50	...	3 50	3 00
Ship-keepers	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1 90	...	...	...
Coopers	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	4 00	...	...	...
Shipsmiths	...	...	1	...	...	...	2	...	3	1	...	...	...	...	2	3 50	...	3 74	3 00
Plumbers	...	1	...	...	...	...	...	...	1	...	...	...	...	...	1	4 76	...	4 74	3 00
Iron-platers	...	1	...	1	...	...	1	1	...	...	...	...	...	...	...	3 00	...	3 00	3 00
Borers	...	1	2	...	...	...	5	...	17	13	...	...	...	...	8	2 50	...	2 50	2 00
Engine tenders	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	3 20	...	...	...
Quarterman, joiner	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3 84	...	...	...
Quarterman, shipwright	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	4 00	...	...	...
Quarterman, shipsmith	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...	...	4 24	...
Quarterman, laborer	...	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...	2 70	...
Second-class shipsmith	...	...	...	...	...	...	...	...	2	1	...	...	2	*1	...	...	...	3 00	§3 00
Sawyers	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...	...	...	3 50	...
Mast-makers	...	...	...	...	...	...	...	...	2	...	...	...	...	...	...	...	...	4 00	...
Molder	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1	...	...	...	3 50
Apprentices	...	...	...	...	...	‖1	...	...	...	...	...	...	...	...	...	...	...	...	...
In charge of iron store	...	...	...	...	...	...	...	...	...	...	...	...	...	*1	...	...	...	...	3 50
Total	39	15	14	2	1	1	21	11	64	45	1	2	2	4	36	...	...	...	...

* To be kept employed until further orders. † Not to be discharged unless work ceases. ‡ October, $2.50. § May, $2. ‖ Not employed; failing to present himself for examination.

Respectfully submitted.

PHILIP HICHBORN,
Naval Constructor, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

BUREAU OF ORDNANCE,
UNITED STATES NAVY-YARD, PHILADELPHIA,
November 23, 1875.

Nathl. McKay to Bureau of Ordnance, Dr.

1875.			
Sept. 29,	To 20,000 lbs. bronze,		
Oct. 4 and 5,	To 15,000 " "		
Nov. 10.	To 9,810 " "		
Nov. 19, 20 and 22,	To 118,869 " "		
Total	163,679 " " at 16⅝ cents		$26,802 43
	To 312 pounds lead excess attached to magazine doors, sold October 26, 1875, at 6¼ cents		19 50
			$26,821 93

Cr.

By 312 pounds less magazine doors sold October 29, 1875, at 12 cents	$37 44	
Labor in running lead attached to doors	16 45	
		53 89
Amount due		$26,768 04

B. J. CROMWELL, U. S. N.,
Commander and Inspecter of Ordnance.

Approved.
G. HENRY PREBLE, U. S. N.,
Commodore, Commanding.

Received the above.
W. W. HILL, *Paymaster.*

[Telegram.]

WASHINGTON, *December* 15, 1875.

To Commodore GEO. H. PREBLE,
1711 *South Broad Street:*

Under instructions to you to obtain the most favorable terms in your power for the removal of the stores, you are authorized to confirm or revoke the agreement with Mr. McKay, as you judge most advisable.

I. HANSCOM, *Chief of Bureau.*

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 8, 1876.

List of clerks in the commandant's office.

Wm. J. Manning, first clerk.
James Davenport, second clerk.

Statement showing the number of persons employed in the department of construction and repair at the United States navy-yard, Philadelphia, during the month of October, 1872, 1873, 1874, *and* 1875.

Occupation.	1872.	1873.	1874.	1875.	Occupation.	1872.	1873.	1874.	1875.
Civil officers	1	2	3	3	Tinners	6	1	.....	1
Clerks	3	3	.....	.....	Coppersmiths	5	1	.....	3
Writers	14	18	10	13	Coopers	5	1	.....	.....
Receivers	2	2	1	1	Engine-tenders	5	7	8	8
Shipwrights	127	111	42	196	Firemen	5	6	6	7
Borers	62	55	58	102	Common laborers	881	321	77	187
Bricklayers	2	2	.....	1	Brass and iron founders	4	5	.....	.....
Millmen	14	8	6	2	Molders	.....	.....	.....	5
Joiners	106	39	31	36	Teamsters	2	5	1	2
Cabinet-makers	5	2	9	.....	Rigger-laborers	15	10	5	13
Pattern-makers	2	.....	.....	1	Spinners	16	.....	.....	20
Shipsmiths	63	22	27	30	Ship-keepers	11	10	3	10
Ship smith-helpers	28	13	14	33	Reamers	1	.....	.....	20
Assist. timber inspector	1	1	.....	1	Apprentices	38	33	30	20
Captain of Burlington	.....	.....	.....	1	Calkers	27	63	21	52
Iron-platers	25	10	3	27	Inspector of timber	.....	.....	1	1
Acting time-clerk	.....	.....	.....	1	Inspector of iron	.....	.....	1	1
Galvanizers	3	4	2	3	Scrapers	1	4	1	.....
Mast-makers	8	4	16	18	Photographer	.....	1	1	1
Boat-builders	10	5	14	13	Draughtsman	1	1	1	1
Painters	99	14	25	29	Store-hands	4	5	2	2
Block-makers	10	3	6	6					
Turners	2	1	1	1	Totals	1,629	800	431	873
Plumbers	15	7	5	1					

List of clerks, &c., employed at present.

William C. Besselievre, chief clerk.
William I. Harris, store-clerk.
Clement Keen, inspector of timber.
William D. Middleton, inspector of iron.
John W. Ayres, assistant inspector of iron.
Charles F. Currie, receiver and examiner of stores.
Isaac W. Sweeny, acting time-clerk.
James F. Voldenar, writer.
William Louderback, writer.
Ryland Hamilton, writer.

Very respectfully, &c.,

PHILIP HICHBORN,
Naval Constructor, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Statement showing the number of clerks, writers, inspectors, and employés of all descriptions and classes in this department in October 1872, 1873, 1874, *and* 1875; *also, the number of clerks, writers, and inspectors by name and class now.*

Rating.	October, 1872.	October, 1873	October, 1874.	October, 1875.
	No.	*No.*	*No.*	*No.*
Superintendent of improvements	....	1	1	1
Draughtsman	1	1	1	1
Clerk to civil engineer	1	1	1	1
Store-clerk	1	1	1	1
Muster and time clerk	1	1	....	....
Writers	2	2	....	2
Leveler	1	....	1	1
Rodman	1	1	1	1
Assistant draughtsmen	....	1	2	1
Messenger and operator	....	....	....	1
Messengers	1	....	....	....
Subinspectors	2	3	3	1
Foreman of joiners	....	....	1	1
Quartermen joiners	....	....	....	2
Leading-man joiners	1	1	....	....
First-class joiners	4	11	23	93
Second-class joiners	....	1	1	4
Joiners' laborers	1	2	5	62
Joiners' minor	....	....	....	1
Inspector of painting	....	....	....	1
Painters, first-class	1	....	3	3
Painters, second-class	....	....	....	2
Quarterman machinist	....	....	1	1
First-class machinists	....	....	2	1
Machinist helper	....	....	....	1
Engineer of tug	1	1	1	1
Engineer steam fire-engine	1	1	1	1
Engineer stationary engine	....	1	2	3
Fireman stationary engine	....	....	1	2
Fireman fire-engine	2	2	3	3
Tinners	....	....	....	2
Plumbers	....	....	....	1
Blacksmiths	....	3	2	2
Blacksmiths' helpers	....	2	2	2
Foreman of masons	....	1	1	1
Quartermen masons	....	2	5	1
Brick-masons	....	46	102	37

Rating.	October, 1872.	October, 1873.	October, 1874	October, 1875.
	No.	*No.*	*No.*	*No.*
Stone-cutters	....	6	....	4
Stone-masons	....	1	24	2
Slaters	....	....	9	1
Plasterers	....	....	....	1
Masons' helpers	....	26	66	30
Hod-carriers	....	17	62	23
Riggers' leading men	....	....	....	1
Riggers, first-class	....	1	2	1
Foreman of laborers	1	1	1	1
Quartermen of laborers	1	2	2	2
Tracklayer	....	....	....	1
Special laborer	....	....	1	1
Store-laborer	....	1	1	1
First-class laborer	56	50	92	95
Second-class laborer	....	2	2	1
Stableman	....	1	1	1
Horse-teamsters	1	4	2	2
Ox-teamster	....	1	....	1
Deck-hands, first-class	....	....	....	7
Deck-hands, second-class	....	....	....	2
Captains of watch	....	2	2	1
Watchmen	....	12	14	12
Hired teams	4	1	3	4
Total	85	274	451	434

Clerks, writers, and inspectors now employed.

James S. Mitchell, clerk to civil engineer.
William B. Lardon, store-clerk.
Aaron J. Ward, store-clerk.
John S. Warner, clerk to captain of yard.
John L. Donnelly, writer.

Respectfully submitted.

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island, Pa.

EQUIPMENT OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 8, 1876.

SIR: I would respectfully report that the following are the number of employés in this department during the months of October, 1872, 1873, 1874, and 1875:

	Clerks.	Writers.	Receivers.	Messengers.	Sail-makers.	Riggers.	Painters.	Carpenters.	Laborers.	Total.
October, 1872	3	1	1	2	37	21	1	1	26	93
October, 1873	3	2	1	2	14	9	2	1	18	52
October, 1874	2	1	.....	2	14	.....	1	1	27	48
October, 1875	2	1	.....	2	34	30	1	1	35	106

NAVY-YARD, LEAGUE ISLAND, PA.,
April 8, 1876.

The following is also the number of clerks, writers, &c., employed at present:

EQUIPMENT.

William M. Palmer, chief, and time-clerk.
Jos. Elkenton, writer.

UNITED STATES NAVAL RENDEZVOUS.

Samuel Townsend, writer.

Very respectfully, &c.,

BYRON WILSON,
Commander, U. S. N., Equipment Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

NAVIGATION OFFICE UNITED STATES NAVY-YARD,
League Island, Pa., April 10, 1876.

SIR: The following is a list of clerks, writers, inspectors, and employés of all descriptions and classes at Philadelphia and League Island yards in October, 1872, 1873, 1874, and 1875, in this department, viz:

Classes.	October, 1872.	October, 1873.	October, 1874.	October, 1875.
Clerks	.....	.....	1	1
Writers	1	1	.....	.....
Laborers	5	1	1	2
Horse and cart	1	1	.....	.....
Joiners	.....	.....	.....	5
Molders	.....	.....	.....	2
Iron-platers	.....	.....	.....	2
Total	7	3	2	12

The following is a list of clerks, writers, and inspectors by name and class now, (April 8, 1876,) viz:

Wilbur F. Adams, clerk.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander, and Navigation Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

ORDNANCE-OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 10, 1876.

SIR: The following is a list of clerks, writers, inspectors, and employés of all descriptions and classes at Philadelphia and League Island yards, in October, 1872, 1873, 1874, and 1875, in this department, viz:

Class.	October, 1872.	October, 1873.	October, 1874.	October, 1875.
Clerks	2	1	1	1
Gun-carriage makers	11	10	3	5
Painter	1	1	.....	.....
Machinists	2	2	1	1
Armorer	1	1	1	1
Riggers	2	15	.....	.....
Seamen	4	2	.....	4
Laborers	13	35	17	11
Watchman	1	1	1	1
Horse and cart	1	.....	.....	1
Sawyer	.....	1	.....	.....
Cooper	.....	.....	.....	1
Molders	.....	.....	.....	2
Blacksmiths	.....	.....	.....	5
Total	38	69	24	33

There are no clerks, writers, or inspectors employed now, (April 8, 1876.)

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Inspector of Ordnance.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

CHIEF ENGINEER'S OFFICE, UNITED STATES NAVAL STATION,
League Island, Pa., April 8, 1876.

SIR: In compliance with your order of this date, I respectfully report the number of clerks, writers, and employés in the navy-yard, Philadelphia, under the cognizance of the Bureau of Steam-Engineering, in the month of October, 1872, 1873, 1874, and 1875.

	Clerks.	Writers.	Employés.	Total.
October, 1872	3	3	122	128
October, 1873	3	3	94	100
October, 1874	2	1	132	135
October, 1875	2	2	62	66

And at the naval station, League Island—

	Employés.	Total.
October, 1872	10	10
October, 1873	9	9
October, 1874	5	5
October, 1875	6	6

Accompanying is the name and rating of all the employés in this department at this date, viz:

Henry M. Vallette, chief clerk.
John M. Curtis, store-clerk.
Thomas Robertson, writer.
William A. Agnew, writer.
William Conger, messenger.

Laborers: John Spencer, Wm. Rittenhouse, Alex. McIntyre, David Harris, Washington De Young, Jos. Blanc, George Reily, Edw. Horton, Chas. Smith, Holliday Welsh, Chas. Roney, E. P. Woods.

Very respectfully, your obedient servant,

T. J. W. COOPER,
Assistant Engineer, United States Navy.

Capt. C. H. WELLS,
Commandant Navy-Yard, League Island, Pa.

Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.	Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.
Draughtsman	1	1	1	1	Coppersmiths	4	2	1	1
Clerk to chief engineer	1	1	1	1	Coppersmiths' helpers	1	.....	.....	.....
Store-clerk	1	1	1	1	Pattern-makers	2	1	1	.....
Time-clerk	1	1	.....	.....	Carpenters	2	1	1	2
Writers	3	3	1	2	Pattern-makers' apprentices	1	1	1	1
Messengers	2	1	1	1	Blacksmiths	3	5	9	3
Machinists, foremen	1	1	1	.....	Strikers	3	3	3	.....
Machinists	27	18	22	14	Painters	1	1	1	1
Machinists' apprentices	5	6	10	3	Engine-tenders	3	3	3	2
Boiler-makers, foremen	1	1	1	.....	Firemen	8	4	2	2
Boiler-makers	21	23	25	9	Storemen	2	2	1	1
Boiler-makers' helpers	7	9	16	4	Laborers	20	7	27	14
Founders, foremen	1	1	.....	.....					
Loam-molders, iron-molders, brass-molders	5	3	4	3	Total	128	100	135	66
Founders' helper	1	.....	1	.....					

Respectfully submitted.

W. ROWBOTHAM,
Assistant Engineer, U. S. N.

UNITED STATES NAVY-YARD, *Philadelphia.*

Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.	Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.
Machinists	1	1	.....	1	Laborers	8	8	5	5
Blacksmiths	1	.....	.....	.....	Total	10	9	5	6

Respectfully submitted.

W. ROWBOTHAM,
Assistant Engineer, U. S. N.

UNITED STATES NAVY-YARD, *League Island.*

List of the number of men employed in the inspection of provisions and clothing, navy-yard Philadelphia, in the month of October, 1872, 1873, 1874, *and* 1875.

Rates.	Number employed.	Number employed.	Number employed.	Number employed.
	1872.	1873.	1874.	1875.
Clerks	1	1	1	1
Writers	.....	1	.....	1
Receivers	2	3	3	3
Assistant receivers	1	.....	1	1
Coopers	1	1	1	1
Sail-makers	.....	1	1	1
Laborers	2	1	2	2
Messengers	1	1	1	1
Total	8	9	10	11

INSPECTION OF PROVISIONS AND CLOTHING,
Navy-Yard, League Island, April 10, 1876.

By direction of the inspector.

S. B. HARMER,
Clerk of Inspection.

Capt. *C. H. WELLS, U. S. N.,*
Commandant.

UNITED STATES NAVY-YARD, LEAGUE ISLAND, PHILADELPHIA,
INSPECTION OF PROVISIONS AND CLOTHING,
April 10, 1876.

SIR: The following is a list of clerks, writers, and inspectors employed in this department on the 8th instant.

Samuel P. Harmer, clerk.

By direction of the inspector.

Very respectfully, your obedient servant,

S. P. HARMER,
Clerk of Inspection.

Capt. CLARK H. WELLS, U. S. N.,
Commandant.

List of clerks, writers, &c., employed in the office of paymaster of navy-yards, Philadelphia, in the month of October, 1872 *to* 1875, *inclusive.*

	1872.	1873.	1874.	1875.
Paymaster's clerk	1	1	1	1
Writer	1	1	1	1
Paymaster's yeoman	1	1	1	1
Messenger	1	1	1	1
Total	4	4	[illegible]	4

Employed at present, April 8, 1876.

Horace H. Hill, paymaster's clerk.
Samuel T. Cord, paymaster's yeoman.
Samuel S. Corey, writer.
George Story, laborer.
Arthur O'Neil, laborer.

HENRY M. DENNISON,
Paymaster, United States Navy.

UNITED STATES NAVY-YARD,
League Island, Phila., April 10, 1876.

UNITED STATES NAVY-YARD, LEAGUE ISLAND,
Philadelphia, April 10, 1876.

List of employés in the medical department of this yard, from October, 1872, *to April* 8, 1876, *inclusive.*

	October.	Apothecary.	Laborer.
United States navy-yard, Philadelphia, Pa	1872	1	1
Do	1873	1	1
Do	1874	1	1
Do	1875	1	1
Total		1	1

The following persons are employed in this department April 8, 1876:

William F. Woolsey, apothecary.

James H. Tunnell, laborer.

Respectfully,

H. Z. PERCY,
Acting Assistant Surgeon, United States Navy.

UNITED STATES NAVY-YARD,
League Island, Philadelphia.

Statement of Seyfert, McManus & Co., in reference to McKay transaction.

NEW YORK CITY,
52 *Broadway, April* 21, 1875.

Messrs. Seyfert, McManus & Co., bought of N. McKay:

19 tons scrap-iron at $35 per ton $665 00
Rec'd payment.

We have had delivered to us on order of November 7, 1864:

877,080 pounds of 3-inch old armor-plate, at the rate of 3 tons of old for 1 ton of new iron.

We have had delivered to us on order of February 14, 1874, March 7, 1874, April 2, 1875, July 30, 1875, and August 27, 1875, the following:

1,030,280 pounds of scrap-iron.
659,960 pounds of scrap-iron.
343,556 pounds of scrap-iron.
1,502,759 pounds of scrap-iron.
6,085 pounds of scrap-iron.
119,061 pounds of scrap-iron.

3,661,701 pounds, at 1¾ cents per pound, $64,079.76.

	Pounds.
Our total deliveries of new iron, from February 14, 1874, to date, aggregate	1,083,550
From this amount is to be deducted, to pay for old iron delivered to us on order of November 7, 1874, at rate of 3 tons of old for 1 ton of new	292,360
Leaving a balance of	791,190
Deduct from this the iron for galvanizing pots, to be charged at 16 cents per pound	35,318
Balance to be settled for at 8 cents per pound	755,872

Say	35,318 pounds, at 16 cents	$5,650 88
	755,872 pounds, at 8 cents	60,469 76
	791,190 pounds	66,120 64
	292,360 pounds, (exchanged.)	
	1,083,550 pounds, as above.	

Our account with the Navy Department is not yet settled. We have some new iron at our works, and also have some unfilled orders on our books, which we were requested to withhold at the time of the dismantling of the yard, until they were prepared to receive it at League Island.

There is also some scrap-iron, which was removed from the yard during the dismantling, and after the scales had been taken up, of which we are to return sworn statement of weight.

SEYFERT, McMANUS & CO.

APRIL 12, 1876.

RECAPITULATION.

Total value of new iron delivered by us at fixed price	$66,120 64
Total value of old iron received at fixed price, as per statement	64,079 76
Balance due us	$2,040 88

APRIL 12, 1876.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 14, 1874.

GENTLEMEN: The commandant of the Philadelphia yard has been instructed to deliver to you, upon application, old iron on hand in that yard, upon the same terms as to C. E. Pennock & Co.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

SEYFERT, McMANUS & CO.,
631 *Chestnut Street, Philadelphia, Pa.*

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 14, 1874.

SIR: A proposition has been received from Messrs. Seyfert, McManus & Co., of Philadelphia, and accepted, to deliver at the yard under your command such iron as may be required for naval purposes and wanted for immediate use, in exchange for such old iron in the yard as may not be available or useful.

The exchange is to be made on the terms as with Pennock & Co., and a portion of the iron which was to have been delivered to Pennock & Co. will now, under this letter, be deliverable to Seyfert, McManus & Co.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore J. R. M. MULLANY,
Commandant Navy-Yard, Philadelphia.

Letter from bureau January 6, 1874, states that Pennock & Co. take old iron at 1¼ cents per pound, to be paid for by them in iron at 8 cents per pound.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 7, 1874.

SIR: You are authorized to deliver to Seyfert, McManus & Co. 100 tons of the 2-inch and 100 tons of the 3-inch plate-iron, in addition to the 250 tons of other iron which you were authorized to deliver to them by telegram of the 5th instant.

You were telegraphed to this effect to-day.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore J. R. M. MULLANY,
Commandant Navy-Yard, Philadelphia, Pa.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 2, 1875.

SIR: Referring to your letter of the 31st ultimo, (No. 52,) forwarding a report of the old iron, &c., in the yard under your command, you will please direct the following lots to be transferred to Messrs. Seyfert, McManus & Co., in part payment for new iron delivered by them under the bureau letter to you of February 14, 1874:

	Tons.
Port-shutters from New Ironsides	25
Mast-head-lookout shields	2
Turret rivets and bolts	25
Air-boxes and ventilators	50
Boat-davits and miscellaneous iron	50
Cast-iron rollers and miscellaneous iron	100

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
July 30, 1875.

SIR: You will please direct that the iron removed from the Nebraska, under the arrangement with Mr. W. P. Reynolds, be delivered to Messrs. Seyfert & McManus, on the same terms as that hitherto delivered to them. A careful account of the amounts so delivered will be kept and forwarded to the bureau.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia, Pa.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
August 27, 1875.

GENTLEMEN; Referring to your letter of the 26th instant, relative to the delivery to you, to be rerolled, of certain iron in the Philadelphia yard, the commandant of that yard has thus been directed to turn over such old iron belonging to this bureau as may be on hand and not wanted for Navy purposes.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

SEYFERT, MCMANUS & CO.,
631 *Chestnut Street, Philadelphia.*

OFFICE OF SEYFERT, MCMANUS & CO.,
631 *Chestnut Street, Philadelphia, Pa., August* 26, 1875.

SIR: We find that the order issued July 30, 1875, for iron to be delivered to us covers only about 75 or 80 tons, which is but a very small portion of the quantity due us; and as we are now in want of iron, we would respectfully request you to issue an order to deliver to us such stock as there is now lying in the Philadelphia navy-yard.

We have ascertained that the quantity at this yard comprises the following. Say, 80 to 90 tons of smith-shop scrap; 150 to 200 tons of taper bars, 8″x 8″ on one end, tapering to 8 inches x 6¾ inches on the other; 50 to 75 cast scrap; 2 pilot-houses belonging to Nebraska; also, two old boilers, which have been condemned and are unfit for use.

Hoping that you will do us the favor to issue the order, if possible, to-morrow, we are

Yours, respectfully,

SEYFERT, MCMANUS & CO.

I. HANSCOM,
Chief of Bureau of Construction and Repair, U. S. Navy Department, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
August 27, 1875.

SIR: You will please transfer to Messrs. Seyfert, McManus & Co., to be rerolled, such old iron belonging to this bureau in the yard under your command as may not be wanted for Navy purposes, directing that an accurate account of the quantity transferred to that firm be kept.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia, Pa.

COATESVILLE, PA., *August* 30, 1875.

SIR: We have the honor to make you the following proposition:

We will furnish you all the plate, beams, angles, rivets, or any other iron required for building a sloop of war in the Boston navy-yard, at 8 cents per pound, to be of the best quality of their kind, and to be inspected at our works, previous to shipping the same, by an officer of your Department, appointed by yourself. We to receive in payment therefor old plates and beams now in the Philadelphia and Portsmouth navy-yards, at 1¾ cents per pound; all the old iron over one and a quarter inches thick to be cut in pieces or blocks, not to measure over four feet in length, previous to being delivered to us on the wharfs of the different yards named.

Very respectfully,

C. E. PENNOCK & CO.

Commodore I. HANSCOM,
Chief of Bureau Construction and Repair, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 7, 1874.

SIR: You will please direct that the 3-inch iron taken from the Nebraska be turned over to Messrs. Seyfert, McManus & Co., in exchange for new iron to be delivered by them, at the rate of 3 tons of the old for 1 ton of the new.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia, Pa.

Statement of Seyfert, McManus & Co. in reference to iron transaction with navy-yard, Philadelphia, Pa.

First. A statement from your books showing the amount of iron (old, &c.) by you received from the Navy under agreement to pay 1¾ cents per pound, and to sell at 8 cents.

Second. A statement from your books showing the amount of iron (old, &c.) by you received from the Navy under agreement to exchange 1 pound for 3 pounds received.

Third. A statement showing the amount of iron by you purchased from N. McKay; or, in other words, the state of this account between you, or between McKay and your firm, on the one hand, and the Government on the other hand.

We have made but one purchase from N. McKay, viz, under date of April 21, 1875, and inclose copy of his bill for same.

The bills for material purchased by Mr. McKay at the navy-yard, we presume, are in his possession. The material was delivered to us by him in lump, and we have no knowledge of the details of his transaction with the Government. The only correct information we can give is the amount of sales as made by us, a statement of which we annex:

	Pounds
Sales of composition of all kinds	244,265
Sales of cast scrap-iron of all kinds	1,123,050
Sales of wrought scrap-iron of all kinds	538,775
	1,906,090

The above sales of composition should be reduced by 30,000 pounds, which was delivered back to McKay, and which he disposed of for his own account.

E. & O. E.

SEYFERT, McMANUS & CO.

APRIL 12, 1876.

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